



COVERED
CALIFORNIA

Provider Education Grant Application

June 27, 2013

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1. EXECUTIVE SUMMARY

The California Health Benefit Exchange (the Exchange), hereafter referred to as Covered California, is pleased to announce the availability of grant funds for Health Care Professional Organizations to raise awareness of Covered California among the profession and encourage incorporating consumer education into the provider practice. This grant will be known as the Provider Education Grant and part of the Covered California Outreach and Education Grants Program. Covered California will operate a marketplace for individual consumers and small businesses to enroll in affordable health insurance plans as authorized under the Patient Protection and Affordable Care Act of 2010 (the “Affordable Care Act”).

On June 19, 2012, the Covered California Board approved \$43 million dollars to distribute grants to qualified organizations to conduct public awareness through outreach and education activities to Californian’s population eligible for Covered California programs. This grant agreement will span the period of July 2013 through December 2014. Organizations submitted application proposals that went through a competitive grant application process. A Notice of Intent to Award was made public on May 14, 2013. Covered California awarded close to \$34 million dollars to 43 organizations proposing to reach individual consumers and \$3 million dollars to 5 organizations proposing to reach small businesses through the Covered California Small Business Health Options Program (SHOP).

Covered California conducted a thorough analysis to identify any gaps in access to target populations likely to enroll in the program. The area of provider education was found to be an area of priority for the Outreach and Education program. Covered California is anticipating to award up to \$3 million dollars to qualified health care professional organizations. The objective of the Provider Education Grant is to educate health care professionals and secondarily, individual consumers, about Covered California and the health insurance plans offered through Covered California.

A multi-faceted coordinated media, marketing, outreach and education strategy targeted to communities and populations at the local level will ensure that consumers and small businesses know about the affordable health insurance plans now available to them. It is well known that consumers react more positive to information delivered by trusted messengers. Patients rely upon and trust their physicians and medical support personnel to provide guidance and crucial information regarding not only their health, but for assistance in navigating the current health care system.

This grant application is soliciting the following:

- Proposals that include strategies and models for building health care professional capacity to deliver educational Covered California messaging to doctors, medical and hospital staff who interact with Covered California eligible consumers.
- Proposals that reach a particular region with a high number of Covered California eligible consumers.
- Proposals that present models, information, and resources to health care providers that can be instituted in the medical setting with the end goal of raising awareness about Covered California among consumers(patients);
- Statewide approaches that focus on organizations positioned to facilitate provider education through direct interface with health care professionals through train-the-trainer, peer-to peer learning or continuing education models.

Covered California is especially interested in those health care professionals and associations that represent culturally and linguistically diverse populations with access to eligible uninsured consumers.

Proposals whose focus is primarily on mass mailings, email blasts, or distribution of brochures are discouraged.

The Provider Education Grant Application release is June 27, 2013. The Notification of Intent to Award will occur in late August 2013.

2. BACKGROUND

2.1. BACKGROUND

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (the “Affordable Care Act”), California initiated a multi-agency, coordinated effort to actively implement its provisions and establish a new health insurance marketplace. California was the first State to enact legislation to establish a health benefit exchange (Chapter 655, Statutes of 2010-Perez and Chapter 659, Statutes of 2010-Alquist). The California State law, known as the California Patient Protection and Affordable Care Act established the California Health Benefit Exchange. The Exchange is a public entity within State government with a five-member board appointed by the Governor and the Legislature. The Exchange administers Covered California, the new health insurance marketplace.

Starting in 2014, a range of health insurance coverage opportunities will be available throughout California making health insurance easier for consumers and small business to afford. Covered California will offer subsidized health insurance plans with premium assistance and cost sharing reductions to qualified consumers and families. Premium assistance and/or cost sharing reductions will only be available to consumers through Covered California’s health insurance companies. Consumers will not be able to obtain premium assistance and/or cost sharing reductions through the private health insurance market. Covered California will also offer health insurance plans to consumers who do not qualify to receive premium assistance.

Covered California will operate a Small Business Health Options Program (SHOP) that offers small businesses (1 to 50 employees) and their employees, new health insurance choices. SHOP lets businesses easily compare and contrast a variety of Covered California Insurance Companies offered by private insurers.

2.1.1. COVERED CALIFORNIA’S VISION, MISSION AND VALUES

The vision of Covered California is to improve the health of all Californians by assuring their access to affordable, high quality care. Beginning in 2013, consumers and small businesses will be able to compare plans and buy health insurance in a new marketplace, Covered California. A successful marketplace will provide purchasers with a more stable risk pool, greater purchasing power, more competition among insurers and detailed information regarding the price, quality and service of health insurance coverage. It will also streamline access for eligible consumers to programs that provide premium assistance for health insurance plans.

- **Vision** – The vision of Covered California is to improve the health of all Californians by assuring their access to affordable, high quality care.

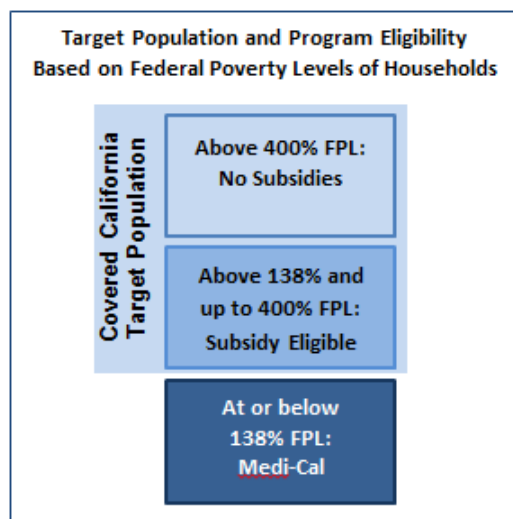
- **Mission** – The mission of Covered California is to increase the number of insured Californians, improve health care quality, lower costs and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose a health insurance plan and health care professionals that give them the best value.
- **Values** – Covered California is guided by the following values:
 - **Consumers-focused** – At the center of Covered California's efforts are the people it serves, including patients and their families, and small business owners and their employees. Covered California will offer consumers a friendly experience that is accessible to all Californians, recognizing the diverse cultural, language, economic, educational and health status needs of those we serve.
 - **Affordability** – Covered California will provide affordable health insurance plans while assuring quality and access.
 - **Catalyst** – Covered California will be a catalyst for change in California's health care system, using its market role to stimulate new strategies for providing high quality, affordable health care, promoting prevention and wellness and reducing health disparities.
 - **Integrity** – Covered California will earn the public's trust through its commitment to accountability, responsiveness, transparency, speed, agility, reliability and cooperation.
 - **Partnership** – Covered California welcomes partnerships by working with consumers, health care professionals, associations, collaborative partners, employers, government partners and other stakeholders.
 - **Results** – The impact of Covered California is measured by its contributions to expanding coverage and access, improving health care quality, promoting better health, health equity and lowering costs for all Californians.

2.1.2. CALIFORNIA'S UNINSURED POPULATION DATA

U.S. citizens, nationals and individuals consumers lawfully present in the U.S. who meet eligibility requirements may enroll in the health insurance plans available through Covered California. Federal health care reform provides premium assistance and cost sharing reductions to consumers. Individuals and families who make between 139 percent and up to 400 percent of the Federal Poverty Level (FPL), (i.e. an individual making up to \$44,680 or a family of four earning up to \$92,200) may be eligible for subsidies and premium assistance to assist with reducing the costs associated with purchasing one of Covered California's health plans. Consumers with incomes above the subsidy-eligible level will also be able to purchase affordable health care at non-subsidized prices.

Covered California commissioned UCLA's Center for Health Policy Research and UC Berkeley's Center for Labor Research to use the California Simulation of Insurance Markets (CalSIM) model. The model was designed to estimate the impacts of various elements of the Affordable Care Act on employer decisions to offer health insurance plans and consumer decisions to obtain coverage in California. Refer to Appendix A, which details Covered California's enrollment projections from the CalSIM Model Version 1.8.

The diagram on the following page depicts Covered California's target populations based on FPL of households. The Affordable Care Act will expand Medi-Cal to adults with incomes up to 138% of the FPL.



The primary target population of Covered California's marketing and outreach efforts are the 5.3 million California residents projected to be uninsured or eligible for premium assistance in 2014: 2.6 million who qualify for subsidies and are eligible for Covered California Health Plans; and 2.7 million who do not qualify for subsidies, but now benefit from guaranteed coverage and can enroll inside or outside of Covered California.

2.1.3. STATEWIDE MARKETING, OUTREACH AND EDUCATION PROGRAM AND CERTIFIED ENROLLMENT COUNSELORS PROGRAM

In June 2012, the Board of the California Health Benefit Exchange approved the comprehensive Statewide Marketing, Outreach and Education Program and the Certified Enrollment Counselors Program. Strategies outlined in these plans included:

- Creative development and advertising production in multiple languages (e.g., television, radio, bulletins, posters, print ads, digital/mobile, direct mail and grass roots);
- Paid media planning;
- Public relations efforts;
- Social media efforts;
- Outreach and Education Grant Program; and
- A Community Outreach Network that will serve as the community relations arm of Covered California helping to coordinate public and private partnerships, and complement Outreach and Education grantees and Certified Enrollment Counselors.

2.1.4. OUTREACH AND EDUCATION GRANT PROGRAM

The overall intent of the Outreach and Grant Program is to raise awareness among eligible consumers about the opportunities for premium assistance in Covered California health insurance plans by engaging trusted organizations to conduct outreach and

education activities. The Outreach and Education Grant Program will ensure coverage penetration in all target markets. The list of organizations selected and a description of the grant application and award process can be found here:

<http://www.healthexchange.ca.gov/Pages/OutrchandEdProg.aspx>

The guiding principles of the Outreach and Education Grant Program are:

- Target resources based on the greatest opportunity to reach the highest number of uninsured and subsidy eligible consumers where they live, work, play and shop.
- Ensure that all regions and markets in the state, including the hard to move (e.g. rural and limited English proficient populations) receive the Covered California message.

3. THE PROVIDER EDUCATION GRANT PROGRAM

The overall purpose of the Provider Education Grant for health care professional organizations is to raise awareness among health care professional organizations and associations and encourage incorporating consumer education into the provider practice.

Covered California is seeking innovative and proven proposals from health care professional organizations, associations or collaborative partners interested in representing the culturally and linguistically diverse California population. Proposals that focus on the delivery of in-depth education about Covered California to health care professionals and association membership are strongly encouraged. Proposals should also engage health care professionals to build medical setting models that educate and inform the consumers about Covered California health insurance plans.

3.1. ACTIVITIES SOLICITED

Covered California is seeking grant application proposals from health care professional organizations, associations and their partners. Suggested activities that will be considered for funding include, but are not limited to:

- Increase awareness about Covered California among health care professionals and providers;
- Develop and implement continuing education models for health care professionals and provider to deliver education about Covered California health insurance plans;
- Organize learning communities of health care professionals and providers to share practices in delivering consumer education about Covered California;
- Educate and inform health care professionals and providers about strategies for incorporating consumer education about Covered California into day-to-day operations and practices;
- Develop and implement models and systems for health care professionals and providers to deliver information about Covered California health insurance plans that touch the consumer at multiple points during doctor or hospital visits;
- Educate consumers at multiple points including, but not limited to intake services, discharge services and delivery services at health care organizations that serve uninsured consumers eligible for Covered California health insurance plans.
- Direct outreach to health care professionals through mailings, email blasts, webinars and other low-touch methods;

- Dissemination of educational services through health care professional provider networks by trusted messengers and peers, including development and provision of continuing education courses related to Covered California, meetings, and trainings;
- Deployment of a team of trained health care professional educators to local doctors and hospitals to provide education services to medical staff and other allied staff that have regular consumers contact;
- Convening of learning communities to share best practices and promote peer learning;
- Development and dissemination of collateral materials targeting health care professionals (subject to approval by Covered California);
- Other innovative approaches to building health care professional organizations capacity to deliver consumer education related to Covered California health insurance plans;
- Tracking implementation of models for health care professional education and other models for reaching consumers through the organizations in which they access care.

Education: Proposals that allocate a majority of time or all of the time to education are strongly encouraged. Education is the provision of in-depth information to health care professionals. Education sessions may range anywhere from a 15 minute one-on-one, small group presentations, day-long or multi-day health care professionals education series or trainings addressing Covered California role in the health care community. While a range of educational formats are appropriate in achieving these objectives, applicants will need to demonstrate their approach to achieving the program goals.

Learning Communities: Learning communities are opportunities for health care professionals, associations or collaborative partners to come together and share best practices, challenges, and models for incorporating consumer (patient) education about Covered California. Facilitated by the grantee, the purpose of a Learning Community is to provide a forum for health care professionals to share learning and strengthen their implementation of education models for the consumer. Applicants may propose a variety of formats for convening learning communities, including, but not limited to: webinars, conferences, or cohort meetings.

All grantees will be required to participate in on-going meetings coordinated by Covered California to share lessons-learned and best practices. Grantees may also be required to coordinate with media and marketing events that will take place in the Grantee's geographic area.

Applicants will need to develop a plan to educate health care professionals about Covered California and strategies for incorporating consumer education:

- Describe the plan's strategies, tactics, target goals and objectives;
- Describe how the plan will be monitored, evaluated, and adjusted as necessary to meet goals and objectives;
- Explain why the proposed approach is a proven and effective one; and
- Demonstrate the Applicant's prior success in effectively reaching and educating the targets of the proposed education effort.

Interested organizations are highly encouraged to submit a Letter of Intent to Respond. Please refer to **Section 4.2.2** for more details. Collateral materials for the consumer market are available after grantees receive training.

Interested entities applying for the Provider Education Grant must comply with the instructions and agree with the Draft Agreement's terms and conditions. **Covered California will accept only one application per entity.**

Collaborative Partners with a designated lead entity and additional subcontractors are eligible to apply.

During the grantee selection process, Covered California will evaluate all applications as described in **Section 8 – Evaluation Process and Criteria.**

All grantees will be required to complete a two to three day grantee training prior to implementing their Education plan. Components of the training include:

- In-depth-orientation, available in English, on Covered California and the health insurance plans offered in strategic regional locations; and
- General message points for consumers.

3.1.1. APPROACH TO CONDUCTING EDUCATION AND OUTREACH

The services solicited through this grant application include the delivery of education to health care professionals along with a secondary objective to strengthen organizational capacity to educate consumers about Covered California. Applicants may refer to Section 3.1 for additional suggested activities.

For those grantees whose activities include the dissemination and placement of Covered California collateral materials targeting consumers at medical offices, only approved Covered California materials may be used.

No collateral materials may be developed and disseminated without the explicit approval of Covered California. Covered California will work with grantees to modify materials for the purposes of health care education.

3.1.2. SERVICE DELIVERY CHANNELS

Applicants may define the channels in which they propose to deliver the services solicited through this Grant Application. Applicants should consider channels and venues in which health care professionals will be open to receiving information about Covered California. Delivery channels may include:

- Existing conferences, events or meetings where health care professionals are in attendance (targets);
- Newly created conferences, meetings, events or education sessions that leverage another interest/need of targets to deliver information about Covered California;
- Trainings or education sessions delivered at health care professional organizations (on-site)- one on-one, small group, or a cohort model;
- Social media, webinars, and electronic communication;
- Other venues/channels appropriate to reaching targets.

3.1.3. ENROLLMENT RESOURCES

An important outcome of the Provider Education Grant Program is to help consumers gain access to resources that will help them to apply for coverage. Covered California will provide grantees with training on the range of enrollment resources consumers can access such as the web-based enrollment portal, California Health Care Eligibility,

Enrollment and Retention System (CalHEERs) and the Covered California Service Center.

3.1.4. RECRUITMENT AND TRAINING

Grantees are required to have dedicated staff positions to fulfill the services requested in this grant proposal. Applicants must demonstrate their capacity to ramp up their operations and begin delivering educational services upon award. Organizations with existing staff and capacity to conduct education to health care professionals are strongly encouraged.

All grantees will be required to receive grantee training (provided at no cost) from Covered California prior to implementing their Statement of Work. Grantees must participate in updates and special topic trainings, webinars, forums and meetings provided throughout the grant agreement period. Grantees shall ensure that educators are knowledgeable of effective education techniques and health insurance plans offered through Covered California. Other content areas identified by Covered California program standards, policies and procedures.

3.1.5. PROGRAM MONITORING AND QUALITY ASSURANCE

Covered California will closely monitor the performance of grantee. The grantee must comply with monitoring and evaluation requirements established by Covered California.

Program requirements include, but are not limited to, completing required reports on a monthly, quarterly and annual basis, as described in the subsequent section, cooperating with all mandated monitoring and evaluation activities. The submission of performance and fiscal reports to the state documenting their progress towards meeting agreed upon deliverables and established program outcomes according to prescribed timelines. Comprehensive records of program expenditures and activities throughout the period of the grant and provide them to Covered California upon request.

Site visits by field monitors, providing requested data to Covered California in a timely manner, and participating in research projects related to the effectiveness of the Covered California Statewide Outreach and Marketing campaign. Grantees must attend regional quarterly grantee and annual meetings organized by Covered California.

At the sole discretion of Covered California, grantees not performing their scope of work or meeting pre-established goals and deliverables are in jeopardy of termination. Grantees will receive re-training and correct the deficiency within 30 days or risk grant termination. Failure to deliver the agreed upon deliverables may result in a modification to the grantee's scope of work and award level.

Grantees must also establish an internal system for overseeing and managing program quality, including evaluating the performance of educators responsible for conducting grant-funded services. This includes verifying: educational activities are performed according to the work plan, accurate messages and information are disseminated to health care professionals, and overall compliance with program standards and guidelines are maintained. Covered California seeks to use monitoring and evaluation data to learn about effective models and approaches from health care professionals to deliver education to consumers eligible for subsidies through Covered California.

3.1.6. REPORTING

Grantees must maintain compliance with established reporting requirements. At a minimum, grantees will be required to submit monthly, quarterly and annual reports on their activities, progress towards deliverables and program outcomes in a web-based information management system managed by Covered California. If project benchmarks are not met, grantees may be required to submit additional ad hoc reports upon Covered California's request. Grantees will also be required to report any proposed adjustments to their approved work plan using the information management system.

Monthly Reports: Grantees will be required to report fiscal and educational activities on a monthly basis in the information management system. At a minimum, grantees will be required to report on scheduled events, education activities, and demographic profile of health care professionals reached.

Quarterly Reports: Grantees will be required to submit quarterly fiscal and performance reports documenting progress toward meeting program deliverables and outcomes, challenges and successes and any changes to an approved Work Plan.

Closeout Report: Grantees will be required to submit a final fiscal and narrative closeout report.

Minimum reporting requirements for Provider Education Grantees include:

- The number and characteristics of health care professionals reached through educational activities;
- The format for and location of education sessions (one-on-one, small group, or events);
- Materials and curriculum used for educational sessions;
- The number of collateral materials disseminated to health care professionals;
- The number of health care professionals that adopt and implement education models reaching the consumers at intake services, discharge services and service delivery.

3.1.7. MANAGEMENT OF MATERIALS

- Covered California will provide organizations with grantee training, standard message points for each phase of the education campaign and collateral materials free of charge.
- Covered California will work with organizations to modify existing collateral materials for the purposes of educating health care professionals.
- Grantees will be required to order and track collateral materials from Covered California or their designated entity.
- Grantees must utilize approved materials and non-consumables with Covered California's branding (i.e. tablecloths, banners and signs) when conducting education activities during the agreement period.
- Grantees must maintain compliance with established policies regarding the ordering and use of collateral materials. At the end of the agreement period, grantees will be required to return all non-consumables to Covered California.

Giveaway or promotional items are not to be produced or distributed with grant funds.

3.1.8. EQUIPMENT

Grantees may procure equipment with grant funding needed to carry out the education activities funded through the Provider Education Grant. Examples of types of equipment that may be necessary to carry out program activities include, but are not limited to: cell phones, tablets, laptops, desktop computers or printers. This type of technology enable grantees to demonstrate to health care professionals how to access enrollment resources, view videos or other online media promoting affordable health coverage.

Equipment expenditures shall not exceed 5% of grantee's funding award. In no instances shall total equipment expenditures exceed \$25,000.

An agreement in which equipment is procured with Outreach and Education Grant Program funds must comply with federal and state laws. Exhibit A will provide additional contract language regarding the purchase of equipment and other supplies and will be part of the Standard Agreement.

3.2. APPLICANT RESOURCES

Applicants are encouraged to review the CalSIM 1.8, included in Appendix A, in order to obtain a better understanding of the eligible populations that qualify for health care insurance. This information is very important for Applicants to understand when identifying the geographic areas and/or targets of their proposed education efforts in their Grant proposal.

TABLE 3.2 – APPLICANT RESOURCES

Description	Source
Federal health care reform	www.healthcare.gov www.healthcare.gov/center/regulations/index.html
The Centers for Medicare and Medicaid Services' Center for Consumers Information and Insurance Oversight	http://cciio.cms.gov/
California State law enabling a California Health Benefit Exchange (CA-ACA,) and the current status of Covered California operation California Health Benefit Exchange Planning and Establishment Grants	www.healthexchange.ca.gov
California Statewide Marketing, Outreach and Education Program (dated June 26, 2012)	"Statewide Marketing, Outreach and Education Program" click here . Or, visit Covered California's home page at: http://www.healthexchange.ca.gov/Stakeholders/Pages/Default.aspx . On the home page, scroll down to the link titled, " <i>Final Draft - Statewide Marketing, Outreach and Education Program Final Design Options, Recommendations and Work Plan for the California Benefit Plan Marketplace.</i> "
Outreach and Education Grant Funding Announcement Report (dated May 23, 2013)	http://www.healthexchange.ca.gov/Documents/Grant%20Funding%20Announcement%20Report.pdf
Covered California Plan Announcement Booklet	http://www.coveredca.com/news/PDFs/CC_Health_Plans_Booklet.pdf

4. GRANT APPLICATION PROCESS, INSTRUCTIONS AND SCHEDULE

Although enabling statutes, exempt Covered California from certain provisions of the State law related to competitive bidding, Covered California is committed to assuring a fair, open and rigorous competition for the grant awards and will use a competitive process to select grantees. The grant application process is a competitive process through which Covered California can evaluate and test the strengths and weaknesses of their proposals, and make final selections based on the criterion contained in this grant application document. The goal of the competitive grant application process is to identify grantees that provide the maximum levels of activities, cost-effective budgets and work plans that meet the goals, objectives and guiding principles of the Provider Education Grant. The goal of the competitive grant application process is to ensure that Covered California obtains the overall best value.

All Applicants are encouraged to offer their best method of how to provide educational messaging in order to achieve Covered California's desired outcomes. Applicants should make use of their best business practices and knowledge of tactics to target their proposed populations. Covered California reserves the right to:

- Accept grant applications as submitted;
- Reject a part or all of a grant application; and/or

- Reject all grant applications.

Applicants who have demonstrated their ability and experience to deliver effectively the Covered California message as described in this grant application and Draft Agreement (Exhibit A) with a competitive price will be reviewed for possible grant funding.

Applicants applying as a lead agency for a collaborative may subcontract with other entities to provide services under this agreement. The use of any subcontractor must be fully explained in the grant application. Any and all subcontracts entered into by the grantee for the purpose of meeting the requirements of the contract are the responsibility of the grantee. Covered California will hold the grantee responsible for assuring that subcontractors meet all of the requirements of the negotiated agreement for services.

The grant Applicant agrees to:

- Comply with the instructions contained in this grant application;
- Submit the grant application by the due date;
- Meet the organizational eligibility and minimum qualification requirements;
- Comply with and propose approaches to educate health care professionals as set forth in this grant application and in the Draft Agreement (Exhibit A), and Statement of Work;
- Agree to the Contract Terms and Conditions, which are set forth in the Draft Agreement and Exhibits.

4.1. SINGLE POINT OF CONTACT

Applicants may only contact the Single Point of Contact as noted in Table below for any matters related to this grant application. Comments or questions must be submitted in writing.

TABLE 4.1 - GRANT APPLICATION SINGLE POINT OF CONTACT

Physical Address	Richard Heath and Associates, Inc. 7625 N. Palm Ave #107 Fresno, CA 93711
Mailing Address	Richard Heath and Associates, Inc. Senior Program Manager 7775 N. Palm Ave. Suite 102 - 66 Fresno, CA 93711
Phone	(866) 622-5252 (Grants Help Desk)
Fax	559-436-5929
E-mail	grantinfo@ccgrantsandassistors.org

4.2. GRANT APPLICATION PROCESS

A multi-step grant application process will be used to select the Provider Education Grantees. The major steps include:

- Letter of Intent to Respond (strongly encouraged)
- Grant Applicant Conference/Webinar (optional)
- Grant Application Submission (required)
- Grant Application Evaluation and Selection Process
- Grant Award

To learn more about the **Grant Application Content Requirements**, please refer to **Section 7.4**.

4.2.1. GRANT APPLICATION SCHEDULE

The following table outlines the schedule for important Activities and Dates. Unless otherwise Stated, **the deadline for all scheduled Activities is 5:00 p.m. (PST)** on the specified date. If Covered California finds it necessary to change any of the dates prior to the final application submission, it will be accomplished through an addendum to this grant application. Addendums will be posted on Covered California's website. All dates subsequent to the Final Application submission date are approximate and may be adjusted as conditions dictate without an addendum to this grant application. The grant application schedule is as follows:

TABLE 4.2.1 – GRANT APPLICATION SCHEDULE

Activity	Date
Stakeholder Webinar	June 3, 2013
Stakeholder Feedback Due	June 6, 2013
Grant Application Release Date	June 27, 2013
Bidder's Conference Webinar	July 8, 2013
Questions Due	July 11, 2013
Letter of Intent Due	July 12, 2013
Questions and Answers Posted	July 17, 2013
Grant Application Due	July 26, 2013
Grant Application Review and Evaluation	July 29, 2013 – August 9, 2013
Intent to Award Announcement	Late August 2013

4.2.2. LETTER OF INTENT TO RESPOND

Potential Applicants should submit the Letter of Intent to Respond to the **Single Point of Contact identified in Section 4.1**, by **July 12, 2013 (5:00 p.m. PST)** as specified in **Section 4.2.1 – Grant Application Schedule**. The Letter of Intent to Respond should conform to the following guidelines:

- Written on the organization's letterhead;

- Identify a single contact person, including their first and last name, title, email address and direct phone number;
- Signed and sent from a person who is authorized to contractually bind the organization in a potential future contract engagement;
- Describe the proposed targets of education services;
- Indicate the intent to apply on-line.

A list of organizations that have submitted a Letter of Intent to Respond will be posted unless an organization stipulates otherwise in the letter. The Letter of Intent to Respond may be submitted via e-mail to the Single Point of Contact. Covered California encourages organizations to email the letter as soon as the entity believes that they will be applying for the Provider Education Grant to aid in Covered California's administrative planning purposes. **In addition, applicants that submit a Letter of Intent to Respond will receive updates via email to any changes to the Request for Applications, addendums or modifications to the timeline.**

4.2.3. OPTIONAL GRANT APPLICATION CONFERENCE/WEBINAR

Applicants are strongly encouraged to attend the optional grant application webinar. Attendance is not required. Interested parties can register at:

<https://attendee.gotowebinar.com/register/1653011629570690560>

Date:	July 8, 2013
Time:	1:00 pm – 2:00 pm
Location:	Webinar

Covered California strongly encourages Grant Applicants to submit questions prior to the Conference/Webinar date on a flow basis as questions arise. Covered California will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified consumers with disabilities upon request. Requests for such accommodations shall be made at info@hbex.ca.gov in advance of the conference/webinar.

4.2.4. GRANT APPLICATION SUBMISSION

The application must be completed in its entirety and must include required signatures. **Refer to Section 7 – Grant Application Submission** for more details on requirements of the grant application process. Grant applications are due and must be received by July 26, 2013 (by 5:00 p.m. PST).

In the event an organization submits their grant application prior to the due date, the organization may revise their application, **so long as the revision is received by the due date.** When submitting the revised grant application, the revised document will completely replace the prior submission. Organizations must re-submit their grant application in its entirety. Replacement pages will not be accepted.

4.2.5. APPLICANT QUESTIONS AND CLARIFICATION

Covered California will accept written questions or concerns related to this grant application and/or its accompanying materials, instructions, or requirements, until the

date and time specified in **Section 4.2.1– Grant Application Schedule**. Applicants are encouraged to send questions on a flow basis.

Organizations may submit questions by completing the Grant Program Question Submission Form, located in Appendix B, and sending via e-mail or by mail, to the Single Point of Contact listed in Section 4.1. The last day to submit inquiries is **July 11, 2013, by 5:00 p.m. PST**. During the grant application process, the Single Point of Contact will coordinate responses with staff. Application inquiries, please insert “Provider Education Grant Application” in the subject line of the email.

All questions and comments regarding this Grant Application must be submitted by completing the Grant Program Question Submission Form, located in Appendix B. Applicants are responsible for confirming that their questions have been received by Covered California. Covered California will not accept or respond to inquiries outside of the question and answer timeframes outlined in the Grant Application Schedule.

During this period, Covered California will provide continual feedback. Covered California will not respond to questions received after the deadline, unless it is in the best interest of Covered California to do so. Covered California will post responses to inquiries on the Covered Californian’s website by **July 17, 2013 (8:00 p.m. PST)**.

Applicants must notify the Single Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in this grant application by the deadline for submitting questions and comments. If an organization fails to notify Covered California of these issues, the organization will submit an application at their own risk, and if awarded a Grant:

1. Shall have waived any claim of error or ambiguity in this grant application or resultant Agreement;
2. Shall not contest Covered California’s interpretation of such provision(s); and
3. Shall not be entitled to additional compensation, relief, or time by reason of the ambiguity, error, or later correction.

If questions or concerns indicate significant problems with the requirements of this Grant Application, Covered California may, at its sole discretion, amend this Grant Application accordingly through a formal written Addendum.

4.3. DARFUR CONTRACTING ACT CERTIFICATION

All Grantees must address the requirements of the Darfur Contracting Act of 2008 for the reason described in the Public Contract Code Section 10475 prior to entering into contract. Any scrutinized companies are ineligible to, and cannot, submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in the Public Contract Code Section 10476. However, proposals may be submitted by scrutinized companies if permission is obtained first from the Department of General Services, according to the criteria set forth in the Public Contract Code Section 10477(b).

4.4. PROTEST PROCESS

A protest may be submitted according to the procedures set forth below. If an organization has submitted an application, which it believes totally to be responsive to the requirements of the solicitation process and believes the applicant should have been selected, according to **Section 8.1 – Grant Application Evaluation Overview and Criteria**. If the applicant believes Covered California has incorrectly selected another applicant for the award, the applicant may submit a protest of the selection as described below. Protests regarding

selection of Grantees will be heard and resolved at the sole discretion of Covered California's Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five business days after the date on the Letter of Notification of Intent to Award. Protests must be mailed or delivered to:

Physical Address	Richard Heath and Associates, Inc. 7625 N. Palm Ave #107 Fresno, CA 93711
Mailing Address	Richard Heath and Associates, Inc. 7775 N. Palm Ave. Suite 102 - 66 Fresno, CA 93711

5. OUTREACH AND EDUCATION GRANT FUNDING

Covered California has identified up to \$3 million for the Provider Education Grant Program. The focus will be on funding health care professionals, associations and collaborative partners. The intent is to raise awareness of Covered California among the health care professionals and encourage incorporating consumers' education into the health care professionals practice. Grant awards are contingent on federal funding and will be awarded based on the evaluation and selection criteria outlined in **Section 8 – Evaluation Process and Criteria**.

The term of the award under this Grant Application is from September 2013 through December 2014. Applicants are instructed to make one grant-funding request for the performance period, to provide an estimated work plan and budget expenditure plan for each month of the grant program.

5.1. GRANT AWARD SIZE

Covered California has established a minimum award grant request of \$500,000 to conduct the education and outreach activities solicited in this Grant Application and a maximum award size of \$1,000,000 (one million).

Covered California strongly encourages regional or statewide proposals that strengthen the capacity of health care professionals, associations and collaborative partners to deliver educational materials to health care professionals. Proposals aimed at health care professions educating the target markets consumer eligible for premium assistance Covered California health insurance plans are encouraged. Single county proposals will not be eligible.

5.2. FUNDING PRIORITY

The funding priority for the Provider Education Grant Application is to engage health care professionals, associations and collaborative partners for the purposes of educating them about Covered California, and strategies/models for incorporating health care professionals' education into their day-to-day operations.

Covered California is especially interested in those health care professionals, associations and collaborative partners whose organizations maintain access to and represent the cultural and linguistic diversity of target markets eligible for enrollment in Covered California.

Examples of the populations Covered California aims to target through the Provider Education Grant include:

- Health care professionals, health care association members and collaborative partners that provide medical care to consumers eligible for coverage;
- Culturally and linguistically diverse health care professionals, associations and collaborative partners;

Applicants have broad discretion in defining the targets of the education efforts. They may propose to target:

- One or more sectors of health care health care professionals, associations and collaborative partners (e.g. Nurse Practitioners or Physicians) statewide or within a specific region;
- One of more types of health care professional organizations statewide or specific membership (e.g. Hispanic doctors, African American nurses);
- A system or network of health care professional organizations within a specific region (e.g. Hospitals, Urgent Care Clinics, and Private Professional Offices that are part of a network of a multi-county area where there is a high concentration of Covered California eligible consumers).

Applicants must clearly describe the nature of their relationship with the targets they are proposing to reach in their grant application. Applicants must also demonstrate knowledge of effective strategies for educating health care professionals, and standardizing health care professionals' education into their day-to-day operations. Applicants with knowledge of and experience with standardizing practices across complex health care systems and/or developing and implementing health care professionals' education, training, professional development will be highly considered. **Please see Sections 6.3 and 6.4 for additional information on minimum and desirable qualifications.**

Applicants may apply as a single entity or as a collaborative (lead agencies with sub-contractors) provided they meet other eligibility criteria. **Please see Section 6.1 on Eligible Entities.**

5.3. FUNDING REQUEST GUIDELINES

The minimum funding request is \$500,000. The recommended maximum funding request is \$1,000,000. Covered California will consider requests larger than \$1 million based on scope of work and reach into target populations. Delivering cost-effective programs is a priority for Covered California. Applicants must demonstrate that requested funds are justified, cost-effective, and likely to achieve the desired results in their budget narrative and work plan.

Administrative overhead costs must not exceed 15% of the total funding request, and in no instance shall exceed \$150,000.

Equipment costs must not exceed 5% of the total funding request and in no instance shall exceed \$25,000.

6. APPLICANT QUALIFICATIONS

6.1. ELIGIBLE ENTITIES

Entities eligible to receive a Provider Education Grant include statewide associations and provider academies. Statewide or regional organizations that reach an expansive network of healthcare providers will be highly considered (single county proposals will not be considered).

Collaborative applications that can extend the reach of a lead organization to targeted healthcare providers and medical professionals are highly encouraged.

Entities that meet these eligibility requirements and the minimum qualifications are eligible to apply as single applicants or may apply as a lead agency of a collaborative with subcontractors.

Entities not eligible to apply as a lead organization can apply as subcontractors provided they meet minimum qualifications and do not have a conflict of interest.

Covered California will consider collaborative applications that include subcontractors whose mission, goals and activities align with Covered California's, but do not meet the organizational eligibility requirements.

Recipients of Individual and SHOP Outreach & Education Grant Funding are not eligible to apply.

State departments are not eligible to receive grant funding.

6.2. CONFLICT OF INTEREST

Applicants are responsible for complying with the Conflict of Interest standards (Exhibit C, Paragraph XI, D, 1) and Contractor Limitations (Exhibit E, Paragraph VI) requirements in the Agreement. **It is the responsibility of each applicant to consult with their Legal Advisors to determine if a conflict of interest exists.**

6.3. MINIMUM QUALIFICATIONS

- Prior experience and demonstrated success with providing education to health care professionals who have access to consumers eligible for Covered California health insurance plans;
- An established presence and demonstrated trusted source for information to health care professionals;
- Knowledge of the barriers and effective strategies to providing health care professionals' education;
- Knowledge of and experience with developing and delivering education, training, and/or professional development to health care professionals;
- Demonstrated ability to deliver cost-effective grant activities which are in line with the purpose of the Provider Education Grant Program and established goals, objectives and guiding principles;
- Demonstrated management, administrative and fiscal infrastructure to implement a complex, federally funded project as planned;
- Basic knowledge of the new health care insurance plans available to Californians;
- Knowledge and experience with measuring the impact and success of education efforts; and,
- Ability to comply with all applicable federal, State codes rules and regulation.

6.4. DESIRED QUALIFICATIONS

- Regional or Statewide access to health care professionals;
- Direct experience in prior projects with a focus on health care professionals' education;
- Direct experience in prior projects that resulted in the standardization of health care professionals' education in the day-to-to operations of health care professionals organization operations (i.e. at intake services, during service delivery, and upon discharge);
- Prior experience and success developing and implementing education and outreach efforts for public and private health care programs;
- Knowledge of and experience with conducting education to California's diverse populations;
- Knowledge of the barriers that prevent consumers from enrolling in or purchasing health insurance plans.

7. GRANT APPLICATION SUBMISSION

All interested Applicants are invited to submit a grant application for consideration. Responses to this grant application require thoroughness, the ability to recognize and understand all the details necessary for performing the required work, and a detailed evaluation of the personnel requirements and costs for performing public awareness, outreach and education activities on behalf of Covered California. Submission of an application indicates that an Applicant has read and understands this entire grant application, including the Provider Education Grant Program's purpose, goals, objectives, guiding principles, all schedules, requirements, attachments, and addenda (if applicable).

Applications must ensure that their proposal complies with the instructions contained in this grant application. Materials submitted by proposed Applicants will be kept confidential to the extent provided by law. Requests to view and/or obtain copies of applications submitted by other organizations are exempt from disclosure under the Public Records Act. In addition, Government Code Section 100508(a)(1) exempts from disclosure under the Public Records Act all deliberative processes, communications, or portions of negotiations with entities contracting or seeking to contract with Covered California and entities with which Covered California is considering a contract. Included within the exemption are evaluation materials, forms and score sheets which are produced during the evaluation process.

Content that is provided beyond the stated page limits for each section will not be reviewed or scored.

Applicants must respond to each narrative question completely, and should not reference other sections of the application to supplement their responses, as each section will be scored independently.

Applicants must respond to each section (and questions contained therein) in the order in which they are asked and label each response according to the specific section and question number.

Information included as part of Attachment A will be referenced when evaluating narrative responses in applicable sections.

The electronic application will be accessible through the Covered California website at <http://www.healthexchange.ca.gov/Pages/OutrchandEdProg.aspx>.

Applications must be submitted through the electronic application by **July 26, 2013 (5:00 p.m. PST)**. Late Applications will not be accepted.

In the event an organization submits their grant application prior to the due date, the organization may revise their application, **so long as the revision is received by 5:00 p.m. on the due date**. When submitting the revised grant application, the revised document will completely replace the prior submission. **Applicants must re-submit their grant application in its entirety. Replacement sections will not be accepted.**

7.1. SUBMISSION METHODS

7.1.1. ELECTRONIC SUBMISSION

Covered California requires applicants to submit their application electronically. Electronic submission reduces waste and includes safeguards to help ensure that the application includes all materials outlined in the grant application Submission Structure identified in **Section 7.3.1**.

Applicants will need to refer to this document for direction on providing narrative elements, as outlined in **Section 7.4** Grant Application Content Requirements.

Narrative responses must contain text only and may not include tables, graphs, charts, pictures or other graphic images. If those items are included, they will not be reviewed as a part of the response evaluation.

Page limits are converted to character limits in the electronic grant application. 1 page = 3,000 characters and does not count spaces or paragraph breaks.

The electronic grant application link and an electronic copy of this document will be available starting June 27, 2013 on Covered California's website at <http://www.healthexchange.ca.gov/Pages/OutrchandEdProg.aspx>.

7.2. USE OF SUBCONTRACTORS

Applicants may apply as a single entity or as a lead agency with identified subcontractors. If a prospective grantee plans to subcontract any part of this effort, the grant application must include the information detailed in Attachment A.4. There is no provision for re-granting.

The use of any subcontractor(s) must be fully explained in the grant application. Any and all subcontractors employed for the purpose of this agreement must meet all of the same standards as the grantee. It is the sole responsibility of the grantee to ensure that such standards are met. Covered California will hold the grantee responsible for ensuring that all subcontractors satisfy the requirements of this agreement.

The tasks, or portions thereof, that are intended to be subcontracted must be identified and defined. The subcontractor(s) responsible shall be identified by name, responsible point of contact, address and phone number. The rationale for selection of the subcontractor(s) must be stated. Copies of the subcontract(s) are to be submitted within ten (10) business days of their agreement execution.

7.3. GRANT APPLICATION ORGANIZATION AND FORMAT

The grant application must adhere to the format described in the following subsection. Grant applications should be prepared in such a way that provides a straightforward, concise description of the proposing applicant's capabilities and targets of education efforts, in order to satisfy the requirements of this grant application.

Emphasis should be concentrated on conformance to the instructions contained in this grant application, responsiveness to the requirements contained in this grant application and completeness and clarity of content.

7.3.1. GRANT APPLICATION SUBMISSION STRUCTURE

Covered California is interested in receiving thorough, yet concise, responses. Applicants are advised to adhere to the maximum page/character count per section as noted in the following table. Sections submitted that exceed the page/character count may be rejected. Applicants completing electronic submission will be required to conform with character counts that correspond to the established page/character limit.

The Applicant must submit Proposals in accordance with the outline structure reflected in the following table.

TABLE 7.3.1 – GRANT APPLICATION SUBMISSION STRUCTURE

Section #	Title	Maximum Page Count*
1.0	Cover Letter	1
2.0	Qualifications and References	7
3.0	Project Personnel	2
4.0	Approach to Statement of Work	5
	Target Population	N/A
	Education Plan	N/A
	Approach to Monitoring, Quality Assurance and Reporting	N/A
5.0	Project Costs	1
Attachments		
A	Applicant Forms	
A.1	Applicant Background Information Worksheets	N/A
A.2	Applicant Funding Information Worksheets	N/A
A.3	Applicant Experience with Target Population - Target Population to be Reached	N/A
A.4	Subcontractor Information Worksheet (If applicable)	N/A
B	Applicant Worksheets	
B.1	Evidence of Eligibility	N/A
B.2	Budget Worksheets	N/A
B.3	Education Work Plan	N/A

*Page counts are converted to character counts in the electronic grant application. 1 page = 3,000 alphanumeric characters, spaces or paragraph breaks are not counted.

7.4. GRANT APPLICATION CONTENT REQUIREMENTS

This section describes the content Applicants must include in their proposal. The content follows the structure defined in the Grant Application Submission Structure.

Narrative responses must contain text only and may not include graphs, charts, pictures or other graphic images

7.4.1. NARRATIVE SECTION 1: COVER LETTER (MAXIMUM 1 PAGE)

Include a cover letter (on company letterhead) with the following information:

- Title of this grant application;
- Submission date of the proposal;
- Applicant's company name, mailing address, telephone number and website (if applicable);
- Name, telephone number, email address and title of the main contact person;
- A brief summary of proposed project, including a description of the specific targets that will be reached with Applicant's education and outreach efforts;
- Signature of an individual authorized to enter into contracts on behalf of the applying entity.

7.4.2. NARRATIVE SECTION 2: QUALIFICATIONS AND REFERENCES (MAXIMUM 7 PAGES)

The following sections shall be provided in a written narrative in a succinct manner that demonstrates that the applicant meets the minimum and desired qualifications identified in Section 6.3 and 6.4 by addressing the following criteria. For lead agencies applying as a collaborative with subcontractors, please provide a response that addresses the qualifications of each partner for each question below. Please order and number your responses as follows:

Qualifications

1. Provide an overall description of the applicant's organization, its length of operation, mission, and overall activities/mission. If the applicant is applying as a collaborative, lead agency with subcontractors, describe the nature of the collaborative, the mission, qualifications, and role of each partner in this project.
2. Describe experience and provide examples of the applicant's success with providing education services to health care professionals that serve target populations who will be eligible for coverage through Covered California health insurance plans. Describe the applicant's experience in successfully delivering education, training, professional development to health care professionals, including any experience standardizing health care professionals' education into day-to-day operations.
3. Describe the applicant's experience and approach to effectively engaging health care professionals to listen to and/or participate in education offered by the applicant. Describe the barriers to engaging targets and strategies for overcoming them.

4. Describe the applicant's ability to deliver a cost-effective grant program in line with the established goals, objectives and guiding principles of the Provider Education Grant Program.
5. Describe the applicant's knowledge of the Affordable Care Act, the expansion of Medicaid as it pertains to California, and the role of Covered California.
6. Describe the applicant's administrative and fiscal capacity to manage a project of this scope.
7. Describe the applicant's experience with measuring the impact and success of education efforts.

Complete the ***Applicant Background Information Worksheet***, Attachment A.1; provide up to three examples of relevant experience on the applicants work on current or recent contracts and/or grants, if applicable. The examples should be selected for contracts/grants that are related to the education activities, which are identified in this grant application.

Complete the ***Target Population To Be Reached Worksheet***, Attachment A.3.

If the applicant is applying as the lead agency for a collaborative, complete the Subcontractor Information Worksheet, Attachment A.4.

References

Following the Qualifications section above, attach two (2) letters of recommendation from organizations or entities that have successfully collaborated in the past with the applicant. The letter should address the nature of the collaborative relationship and the applicant's strengths along with a statement recommending the applicant for Covered California's Provider Education Grant. These letters must be on presented on the referring organization's letterhead and contain the name and contact information of the person signing the letter. The two reference letters are not included in the page limit for this section. Attach one (1) letter of recommendation for each subcontractor. For collaborative applicants, letters of recommendation may not be submitted by organizations that are part of the collaborative application. Letters should be submitted with the application and should not be sent to Covered California or the Single Point of Contact.

7.4.3. NARRATIVE SECTION 3: PROJECT PERSONNEL (MAXIMUM 2 PAGES)

Please order and number your responses as follows:

1. Describe the applicant's staffing plan and how it is appropriate to meet the goals and objectives of the proposed project. Include biographical statements for the project manager and senior staff members who will be responsible for oversight of the staff who will be conducting education activities. Indicate the title of each project lead and staff member, their role on this project, and the percentage of effort (FTE) that will be dedicated to this project.

If the Applicant is applying as a collaborative partner, lead agency with subcontractors, describe the role of each partner in this project; each partner's percentage of effort and how the collaborative will contribute to the achievement of project goals and objectives. Describe whether dedicated staff will be used to complete the activities for the project, and if not, describe how time will be

- tracked accurately. Describe any plans to hire new staff, including anticipated length of time from award to hire.
2. Describe the proposed staff's expertise in conducting education services to health care professionals.
 3. Describe any special or relevant training related to health care that the Applicant's staff members have undergone and how this preparation will further the goals and objectives of the project.
 4. Describe the Applicant's plan for managing and monitoring education staff, including organizational practices related to employee screening, evaluation and due diligence.

7.4.4. NARRATIVE SECTION 4: APPROACH TO STATEMENT OF WORK (MAXIMUM 5 PAGES)

Please order and number your responses as follows:

Target

1. Describe the target that the applicant is proposing to reach through education efforts, including the type of health care professionals, the geographic region, and the number of providers the applicant proposes to reach. Specifically: describe the characteristics of the target population(s) in terms of the type of health care services provided, level of access to consumers eligible for Covered California health insurance plans, and how educating this audience will facilitate consumer education.
2. Describe how educating this target population will standardize health care professionals' education into day-to-day operations.
3. Describe the consumers/patient populations served by the health care professionals that are the target of the proposed project.
4. Describe and provide examples of how the applicant has established relationships and access to health care professionals, health care workers, and/or health care health care professionals' organizations, including current relationship, activities and numbers reached. Describe how the applicant proposes to leverage these relationships for the proposed project.

Education Plan

1. Describe the applicant's proposed approach and strategy for conducting education to promote health care professionals education to consumers eligible for Covered California health insurance plans. Identify proposed goals and objectives of the project. Describe why this approach is an effective one and how it will result in increased health care professionals' capacity to educate consumers and support Covered California enrollment goals. Describe the call to action for the target audience.
2. Describe the applicant's proposed education activities for the proposed project. Include a description of the format, instructors/educators, number and type of participants, types of curriculum or materials to support education, channels and

venues, learning objectives, and mechanisms for checking for understanding. Describe how these activities are appropriate to achieving project goals, specifically motivating health care professionals to institutionalize Covered California education into their day-to-day operations.

3. Describe the messenger/educator for conducting education and outreach activities and why this type of messenger is appropriate to motivate health care professionals.
4. Describe the applicant's plan for accomplishing the goals and objectives over the grant program award period. In addition, describe how the applicant's plan supports Covered California's guiding principles (refer to Section 3 – The Provider Education Grant Program).

Approach to Monitoring, Quality Assurance and Reporting

1. Describe the applicant's plan to identify and share best practices with health care professionals, associations and collaborative partners to promote health care professionals education.
2. Describe how the applicant will monitor the performance, quality and impact of the program. Specifically, describe how the applicant will ensure that accurate information about Covered California is delivered, that high touch and personalized education and outreach activities are delivered, that Covered California provided tools are used, and that Covered California branding requirements for education activities are met. If the applicant is applying as a collaborative, lead agency with subcontractors, describe how the lead agency will monitor progress towards accomplishing project goals; also describe any anticipated challenges and how the applicant proposes to overcome them.
3. Describe the applicant's capacity and experience complying with monitoring, evaluation and reporting requirements on similar projects.
4. Describe the applicant's experience with and proposed approach to addressing instances of non-compliance with established program standards and guidelines.

7.4.5. NARRATIVE SECTION 5: PROJECT COSTS (MAXIMUM 1 PAGE)

Provide a budget narrative, describing the cost-effectiveness of the proposed education plan and why the costs are appropriate to accomplishing the goals and objectives in the Statement of Work.

7.4.6. ATTACHMENT A – APPLICANT FORMS

The applicant shall complete and submit, in the following order, all applicable Applicant Worksheets as described in this section. The Applicant Worksheets shall include:

Attachment A:

- A.1 Applicant Background Information Worksheets

Complete the ***Applicant Background Information Worksheet***, Attachment A.1; and provide up to three examples of relevant experience on the applicant's work on current or recent contracts and/or grants, if applicable. The examples should be selected for contracts/grants that are related to the education activities, which are identified in this grant application.

- A.2 Applicant Funding Information Worksheets
- A.3 Target Population To Be Reached Worksheets
- A.4 Subcontractor Information Worksheet (If applicable)

Attachment B – Applicant Worksheets

Attachment B:

- B.1 Evidence of Eligibility

The applicant shall provide documentation providing evidence of eligibility to participate in this grant program. The document required for this section is outlined in the Grant Application Attachment A.1.5

- B.2 Budget Worksheets

Complete and submit the **Budget Worksheet**, Attachment B.2.

- Identify the costs for the project by the following categories: personnel, benefits, travel, equipment and other expenses required to complete the activities identified in the applicant's work plan and Exhibit A, Statement of Work.
- The project cost must identify the requested funding for each month of the grant program. The worksheets are divided up by each State fiscal year.
- The administrative overhead indirect rate shall not exceed 15%.
- Equipment expenditures shall not exceed 5% **and in no instance shall exceed \$25,000**. Grant funds shall not be used to conduct direct outreach to eligible consumers, or to enroll consumers in Covered California Health Plans.
- A budget worksheet needs to be submitted for each subcontractor.

- B.3 Education Work Plan

Complete and submit the **Education Work Plan**, Attachment B.3.

The applicant shall complete and attach the provided outreach and education activity worksheet.

8. EVALUATION PROCESS AND CRITERIA

8.1. GRANT APPLICATION EVALUATION OVERVIEW AND CRITERIA

Covered California will select applicants based on an assessment of the best overall value to implement outreach and education activities to the targets of the Provider Education Grant Application. Covered California is not required to select the lowest priced application submitted.

Covered California will thoroughly review responses to this application. During the evaluation process, Covered California will consider the following:

- Covered California will award grants to organizations with proven, effective and cost-effective approaches to conducting education.
- Only organizations who propose to conduct education to health care professionals will be considered for grant funding.

- Applications will be evaluated based on approaches that align with the Provider Education Grant Program's purpose, goals, objectives and guiding principles.
- Statewide strategies will be highly considered.

The evaluation process will use a 100-point rating using the following factors:

- A. (20 Points) Desired Qualifications and References (**Section 7.4.2**);
- B. (40 points) Statement of Work: Approaches to Performing Education Activities, Covered California **will only consider plans that are effective, measurable and evidence-based.** (**Section 7.4.4**);
- C. (10 points) Approach to Monitoring, Quality Assurance, Reporting (**Section 7.4.4**); and,
- D. (30 points) Proposed Personnel and Project Costs (**Section 7.4.3 and 7.4.5**)

8.2. GRANT APPLICATION EVALUATION TEAM

Covered California will establish a formal evaluation team to assist in completing all steps of the evaluation process and in making a final recommendation for selection to Covered California. The evaluation team will be responsible for reviewing and evaluating the Application and preparing the final report that recommends funding allocation. To bring the appropriate expertise to the selection process, the evaluation team will be comprised of management, program, procurement, and technical staff designated by Covered California. Covered California reserves the right to designate other appropriate experts to assist in the process or to alter the composition of the evaluation team, as deemed necessary.

8.3. GRANT APPLICATION EVALUATION PROCESS

The following subsections describe the key steps of the proposal evaluation process:

- Stage 1 – Mandatory Requirements Review
- Stage 2 – Priority Level Review
- Stage 3 – Target Population Review
- Stage 4 – Detailed Approach Review
- Stage 5 – Project Cost Review

8.4. APPLICANT SELECTION AND NOTIFICATION

Awards shall be based on a thorough review of all grant applications, based on the evaluation criterion identified in Section 8. Notification of Intent to Award will occur in late August 2013. The Notification of Intent to Award will be posted on Covered California website at <http://www.healthexchange.ca.gov/Pages/OutrchandEdProg.aspx>.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

This Subgrant Agreement is made between the State of California, acting by and through the California Health Benefit Exchange, hereafter referred to as the “Exchange” and _____ an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the “Subgrantee.”

A. Project Summary:

The goal of this Subgrant is to help Californians by raising awareness among health care professionals to encourage incorporating consumer education into the provision of health care services. Accordingly, consumers will learn about insurance affordability programs through trusted resources. These objectives fulfill essential Exchange functions required under 45 CFR 155.205(e). Whereas the funds awarded by the Exchange for purposes of this agreement derive from Federal grants awarded to the Exchange, and whereas, the activities performed under this agreement are for the benefit of Californians, and not the Exchange, this agreement is a subgrant subject to federal and state compliance requirements.

B. Definitions:

1. Education: Subgrantee activities directed towards the delivery of in-depth information to health care professionals.
2. Grant Program Administrative System (GPAS): The web-based interface for the Subgrantee to use when reporting on activities under this Agreement.
3. Health Care Professional: a person who by education, training, certification, or licensure is qualified and engaged in providing health care services.

C. Scope of Work:

1. Subgrantee shall use best efforts to achieve the goals and objectives in the Approach to Statement of Work – Attachment 1. Any modifications to the activities identified by Subgrantee in the Approach to the Statement of Work – Attachment 1 shall be requested in writing by either party with at least 30 days advance notice.
2. Subgrantee shall use best efforts to perform the activities in the Work Plan – Attachment 2. The Exchange shall use best efforts to provide guidance and

EXHIBIT A
(Standard Agreement)

technical assistance to Subgrantee in order to achieve these goals. Subgrantee acknowledges and understands that failure to perform these activities may result in a reduction in the grant award amount or a termination of this Agreement at the sole discretion of the Exchange. Any modifications to the activities in the Work Plan – Attachment 2 shall be requested in writing by either party with at least 3 days advance notice. Modifications may result in a corresponding adjustment to the grant award amount, at the sole discretion of the Exchange.

3. All entities and individuals performing activities under this Agreement shall comply with the following:
 - a. Code of Conduct requirements in paragraph D of this Exhibit;
 - b. Training and Certification requirements in paragraph E of this Exhibit;
 - c. Culturally and Linguistically Appropriate Services (CLAS Standards) in paragraph F of this Exhibit;
 - d. Standards Ensuring Access by Persons with Disabilities in paragraph G of this Exhibit;
 - e. Quality and Performance Standards in paragraph H of this Exhibit; and
 - f. Consumer Messaging Standards in paragraph I of this Exhibit.

D. Code of Conduct

1. Subject to paragraph H, Exhibit C, when performing activities under this Agreement, Subgrantee shall:
 - a. Provide information and services in a fair, accurate and impartial manner;
 - b. Provide information to health care professionals about the full range of QHP options and insurance affordability programs;
 - c. Act in a professional and courteous manner;
 - d. Use the messaging standards approved by the Exchange and described in paragraph I of this Exhibit; and
 - e. Refrain from making partisan political comments.

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E. Training and Certification

1. All individuals or entities who carry out this agreement shall be prepared to provide Education on both the Individual and Small Business Health Options Program (SHOP) Exchanges administered by the Exchange pursuant to California Government Code § 100500 et seq.
2. All individuals or entities who carry out this agreement shall complete training and continuing education in the following subjects prior to carrying out any Education activities:
 - a. QHPs (including the metal levels described at 45 CFR 156.140(b)), and how they operate, including benefits covered, payment processes, rights and processes for appeals and grievances, and contacting individual plans;
 - b. The range of insurance affordability programs, including Medicaid, the Children's Health Insurance Program (CHIP), and other public programs;
 - c. The tax implications of enrollment decisions;
 - d. Eligibility requirements for premium tax credits and cost-sharing reductions, and the impacts of premium tax credits on the cost of premiums;
 - e. Contact information for appropriate federal, state, and local agencies for consumers seeking additional information about specific coverage options not offered through the Exchange;
 - f. Basic concepts about health insurance and the Exchange; the benefits of having health insurance and enrolling through an Exchange; and the individual responsibility to have health insurance;
 - g. Eligibility and enrollment rules and procedures, including how to appeal an eligibility determination;
 - h. Providing culturally and linguistically appropriate services;
 - i. Ensuring physical and other accessibility for people with a full range of disabilities;
 - j. Understanding differences among health plans;

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- k. Privacy and security standards applicable under 45 CFR § 155.260 for handling and safeguarding consumers' personally identifiable information;
 - l. Working effectively with individuals with limited English proficiency, people with a full range of disabilities, and vulnerable, rural, and underserved populations;
 - m. Customer service standards;
 - n. Outreach and education methods and strategies; and
 - o. Applicable administrative rules, processes and systems related to Exchanges and QHPs.
3. All entities and individuals performing activities under this Agreement, shall:
- a. Complete the continuing education provided by the Exchange including, but not limited, to:
 - i. Updates and special topic trainings, provided through webinars, forums and meetings;
 - ii. Quarterly Subgrantee regional meetings and trainings;
 - iii. Annual Subgrantee training, convening's or meetings; and
 - iv. Information provided in communications from the Exchange, including emails, letters of instruction, and newsletters.
 - b. On at least an annual basis,
 - i. Pass the exam administered by the Exchange; and
 - ii. Be certified and/or recertified.

F. Culturally and Linguistically Appropriate Services (CLAS Standards)

- 1. To ensure that information provided under this agreement is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency, any entity or individual carrying out the functions of this Agreement shall:

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- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;
 - b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
 - c. Provide health care professionals with information and assistance in the health care professional's preferred language, at no cost to the health care professional, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary to ensure meaningful access.
 - d. Provide oral and written notice to health care professionals with limited English proficiency informing them of their right to receive language assistance services and how to obtain them; and
 - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery.
2. The Subgrantee shall:
- a. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
 - b. Inform the Exchange of any changes in the Subgrantee's capacity to deliver Culturally and Linguistically Appropriate Services.

G. Standards Ensuring Access by Persons with Disabilities

1. To ensure that Education activities are accessible to people with disabilities, any entity or individual carrying out this Agreement shall:
 - a. Ensure that any Education materials, Web sites, or other tools utilized under this Agreement are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;

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- b. Provide auxiliary aids and services for individuals with disabilities, at no cost, where necessary for effective communication;
- c. Provide Education to health care professionals in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;
- d. Ensure that legally authorized representatives are permitted to assist an individual with a disability to make informed decisions;
- e. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and supports programs when appropriate;
- f. Be able to work with all individuals regardless of age, disability, or culture, and seek advice or experts when needed; and
- g. Provide oral and written notice to people with disabilities informing them of their right to receive assistance to access services and how to obtain them.

H. Quality and Performance Standards

- 1. Reporting: The Subgrantee shall submit the following reports into the Grant Program Administrative System:
 - a. Activity Report: Within 48 hours after each activity, the Subgrantee shall report the following information into the Grant Program Administrative System:
 - i. Date of Activity;
 - ii. Time;
 - iii. Activity Type;
 - iv. Location of Activity – County and City;
 - v. Venue Type;
 - vi. Venue Name;
 - vii. Event Host;
 - viii. Event Sponsor;

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- ix. Number of Education activities completed;
 - x. Number of Attendees;
 - xi. Ethnicities Reached;
 - xii. Languages Spoken at Activities;
 - xiii. Special Demographics reached;
 - xiv. Type of Collateral Distributed;
 - xv. Quantity of Collateral Distributed;
 - xvi. Staff at Activity;
 - xvii. Marketing Feedback;
 - xviii. Media Attendance; and
 - xix. Images of Activity
- b. Quarterly Reports: Subgrantees shall submit quarterly reports due to the Exchange by the 20th of the following month for the prior three months, beginning October 20, 2013. Quarterly Reports shall be in a format as determined by the state and shall include, but not be limited to, the following:
- i. Progress towards meeting the Scope of Work in paragraph III of this Exhibit;
 - ii. Description of barriers, challenges and successes;
 - iii. Identification of need for technical assistance or additional training; and
 - iv. Feedback received from health care professionals about the Exchange.
- c. The Subgrantee shall submit additional ad hoc reports upon request of the Exchange.

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2. Monitoring and Quality Assurance: The Subgrantee shall ensure compliance with program standards, applicable laws and regulations, and quality service through the following:
- a. Cooperating with all mandated monitoring and evaluation activities, including, but not limited to, site visits on a monthly basis or, as necessary, in a frequency determined by the Exchange.
 - b. Establishing an internal system to monitor and evaluate the performance and compliance of personnel responsible for performing the activities contained within this Agreement, including subgrantees/subcontractors.
 - c. Conducting due diligence by monitoring the attitude, conduct, and professionalism of employees who perform activities included in this Agreement.
 - d. Immediately reporting instances of non-compliance and specifying plans for corrective action to the Exchange.
 - e. Immediately reporting concerns related to conflicts of interest, fraud, or violations of program standards to the Exchange.
 - f. Removing any employee from assignment to the activities within this Agreement should the Exchange deem him or her as no longer eligible to perform under this Agreement.

I. Consumer Messaging

1. The Subgrantee shall only utilize approved collateral materials (i.e. brochures, postcards, and flyers) and non-consumables (i.e. tablecloths, banners and signs) with the Exchange's branding when conducting activities under this Agreement.
2. Any collateral materials developed by Subgrantees shall be reviewed and approved by the Exchange prior to public release.
3. The Exchange shall provide the Subgrantee with collateral materials and non-consumables in limited quantities, free of charge.
 - a. The Subgrantee shall order and track collateral materials from the Exchange.
 - b. The Subgrantee shall maintain adequate supply levels of collateral materials at all times.

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- c. The Subgrantee shall maintain compliance with established policies regarding the ordering and use of collateral materials.
 - d. The Exchange shall provide the Subgrantee replacements of non-consumables as needed due to normal wear and tear. If non-consumables need replacement as the result of negligence, Subgrantee shall be solely responsible for the costs of replacing the item(s).
- 4. At the end of the contract period, the Subgrantee shall return all non-consumables to the Exchange.

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BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment:

1. The maximum amount payable under this agreement shall not exceed **(Enter Subgrant Total)**. Shown below are the amounts that cannot be exceeded for each state fiscal year.

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

2. For actual expenses of activities as outlined in Attachment 3 – Budget Plan satisfactorily performed, and upon receipt and approval of the invoice(s), the Exchange agrees to pay the Subgrantee based on a monthly schedule for performance of successfully documented activities.
3. Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted monthly in arrears through the GPAS no later than the 10th day of each month.
4. Invoices shall:
 - a. Be entered into the GPAS and electronically signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - b. Identify the billing and/or performance period covered by the invoice in a format provided by the Exchange or its designee.
 - c. Itemize the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
 - d. Any invoices submitted without the above-referenced information may be returned to the Subgrantee for further re-processing.

B. Budget Contingency Clause:

1. It is mutually agreed that if the Exchange Board for the current year and/or any subsequent years covered under this Agreement does not approve sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Exchange shall have no liability to pay any funds whatsoever to Subgrantee or to furnish any other considerations under this Agreement and Subgrantee shall not be obligated to perform any provisions of this Agreement.

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2. If funding for any fiscal year is reduced or deleted by the Exchange Board for purposes of this program, the Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Subgrantee to reflect the reduced amount.

C. Availability of Federal Funds:

1. It is mutually understood between the parties that this Agreement is paid for by federal funds. Furthermore, it is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The Exchange has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
5. Subgrantee must disclose, identify and report all funding sources received from other sources.

J. Prompt Payment Clause:

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

K. Use of Funds:

1. Appropriate Use of Funds: Subgrantee's award funding shall only be used to conduct the activities contained within this Agreement. In addition, the following restrictions apply to administrative overhead and equipment purchases:
 - a. Administrative overhead shall not exceed the lesser of actual administrative overhead expenditures or 15% of Subgrantee's total awarded funding.

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- b. No more than 5% of Subgrantee's total awarded funding may be used to acquire equipment and in no case shall equipment expenditure exceed \$25,000.
 - i. Subgrantees shall submit copies of receipts for any equipment purchases that exceed \$250.
 - ii. Prior approval is required for all single item equipment purchases that exceed \$5,000
2. Inappropriate Use of Funds: Subgrantee shall not claim payment for any activities not contained within this Agreement. Funds shall not be used to conduct mass marketing campaigns or to contract for paid media unless directed to do so by the Exchange. Subgrantee shall not claim reimbursement under this agreement for any activities claimed under any other State and federal agency or other governmental entity contract or grant, any private contract or agreement, or from the Medi-Cal program.

L. Refunds, Rebates, and Other Unused Money:

To the extent available, Subgrantee shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments

M. Withholding Payments

1. Withholding payments. (1) Unless otherwise required by Federal or state law, the Exchange shall not withhold payments for proper charges incurred by Subgrantees unless—
 - a. The Subgrantee has failed to comply with Subgrant award conditions or
 - b. The Subgrantee is indebted to the United States or the State of California. Under such conditions, the Exchange may, upon reasonable notice, inform the Subgrantee that payments shall not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness is liquidated.
2. Cash withheld for failure to comply with an award condition, but without suspension of the Subgrant, shall be released to the Subgrantee upon subsequent compliance. When a Subgrant is suspended, payment adjustments shall be made as follows:

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- a. Costs of Subgrantee resulting from obligations incurred by Subgrantee during a suspension or after termination of an award are not allowable unless the Exchange expressly authorizes them in the notice of suspension or termination or subsequently. Other Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - i. The costs result from obligations which were properly incurred by the Subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
3. The Exchange shall not make payment to Subgrantees for amounts that are withheld by Subgrantees from payment to subgrantees/subcontractors to assure satisfactory completion of work. Payments shall be made by the Exchange when the Subgrantees actually disburse the withheld funds to the subgrantees/subcontractors or to escrow accounts established to assure satisfactory completion of work.

N. Closeout

1. Within 90 days after the expiration or termination of the Subgrant, the Subgrantee shall submit all financial, performance, and other reports required as a condition of the Subgrant. Upon request by the Subgrantee, the Exchange may extend this timeframe. These reports may include but are not limited to:
 - a. Final performance or progress report.
 - b. Financial Status Report or Outlay Report and Request for Reimbursement for Construction Programs (as applicable).
 - c. Final request for payment (if applicable).
 - d. Invention disclosure (if applicable).
 - e. Federally-owned property report. Subgrantee shall submit an inventory of all federally owned property (as distinct from property acquired with Subgrant funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.

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2. The Exchange shall, within 90 days after receipt of reports in paragraph (A) of this section, make upward or downward adjustments to the allowable costs.
3. Cash adjustments.
 - f. The Exchange shall make prompt payment to the Subgrantee for allowable reimbursable costs.
 - g. The Subgrantee shall immediately refund to the Exchange any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other awards.
4. The closeout of a Subgrant does not affect:
 - h. The Exchange or the federal government's right to disallow costs and recover funds on the basis of a later audit or other review;
 - i. The Subgrantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 - j. Records retention requirements as described in this Agreement and federal regulations.
 - k. Property management requirements as described in this Agreement and federal regulations.
 - l. Audit requirements as described in this Agreement and federal regulations.
5. Any funds paid to a Subgrantee in excess of the amount to which the Subgrantee is finally determined to be entitled under the terms of the Subgrant constitute a debt to the Exchange. If not paid within a reasonable period after demand, the Exchange may reduce the debt by:
 - m. Making an administrative offset against other requests for reimbursements,
 - n. Withholding advance payments otherwise due to the Subgrantee, or
 - o. Other action permitted by law.
6. Except where otherwise provided by statutes or regulations, the Exchange shall charge interest on an overdue debt in accordance with the Federal Claims

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Collection Standards (4 CFR 30). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

O. Non-resident Tax Withholdings:

Payments to all nonresidents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California shall have seven percent of their total payments withheld for state income taxes. No withholding is required, however, if total payments to the payee are \$1,500 or less for the calendar year.

P. Compensation:

The consideration to be paid Subgrantee, as provided herein, shall be in compensation for all of Subgrantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

Q. Travel and Per Diem Reimbursement:

Reimbursement for travel and per diem expenses from the Exchange under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Human Resources Department (CalHR), for nonrepresented state employees. If CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by the Exchange upon the submission of a statement by the Subgrantee indicating that such rates are not available to the Subgrantee. No travel outside the State of California shall be reimbursed.

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GENERAL TERMS AND CONDITIONS

A. Approval:

This Agreement is of no force or effect until signed by both parties.

B. Amendment:

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. Assignment:

This Agreement is not assignable by the Subgrantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. Indemnification:

Subgrantee agrees to indemnify, defend and save harmless the State, its officers, trustees, agents and employees from any and all claims, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:

1. Arise out of, are due to, or are alleged to arise out of or be due to, a breach by the Subgrantee of any of its representations, warranties, covenants or other obligations contained in this Agreement, or
2. Are caused by or result from or are alleged to arise out of or result from, the Subgrantee's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
3. Accrue or result, or are alleged to accrue or result, to any and all contractors, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subgrantee in the performance of this Agreement, or
4. Arise out of, are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right

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comprising or involving any of the Subject Inventions, Prior Inventions or other Inventions provided in any way by Subgrantee and used, reproduced or otherwise exploited by the State in connection with any of the Agreement Programs or any Turnover thereof; or

5. Arise out of, are due to or are alleged to arise out of or be due to, any violation of HIPAA, the HIPAA Regulations, HITECH Act, other security or privacy laws, or any other laws, by Subgrantee or any contractor or agent under Subgrantee's control.

If and to the extent that the Subgrantee has knowledge of a claim that it believes may develop into an action that would be subject to this Agreement, the Subgrantee shall promptly notify the State of the claim.

Right to Tender or Undertake Defense. If the State is named a party in any judicial, administrative, or other proceeding arising out of or in connection with a breach of this Agreement or a matter for which the Subgrantee is obligated to indemnify the State under this Agreement, then the State shall have the option at any time to either (i) tender its defense to Subgrantee, in which case Subgrantee shall provide qualified attorneys, consultants, and other appropriate professionals to represent the State's interests at Subgrantee's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Subgrantee shall be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If the State elects option (ii) above, the Subgrantee shall be afforded a reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense; however, the State shall have sole control of the defense.

Right to Control Resolution. Notwithstanding that the State may have tendered its defense to the Subgrantee, neither party shall settle, compromise or resolve any claims, causes of action, liabilities or damages against the State without the consent of the other party, which consent shall not be unreasonably withheld. Any such resolution shall not relieve the Subgrantee of its obligation to indemnify the State.

E. Dispute Provisions:

1. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, Subgrantee shall submit a written dispute notice to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The written dispute notice shall contain the following information:

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- a. The decision or issue under dispute;
 - b. The reason(s) Subgrantee believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent Subgrant provisions);
 - c. Identification of all documents and substance of all oral communication which support Subgrantee's position; and
 - d. The dollar amount in dispute, if applicable.
2. The Exchange Project Representative, within 15 calendar days after receipt of the dispute notice, shall issue a written decision regarding the dispute. The written decision shall include the following information:
 - a. A description of the dispute;
 - b. A reference to pertinent Subgrant provisions, if applicable;
 - c. A statement of the factual areas of agreement or disagreement; and
 - d. A statement of the representative's decision with supporting rationale
3. If the Subgrantee is not satisfied with the decision of the Exchange Project Representative, the Subgrantee may, within 15 calendar days of the Exchange Project Representative's decision, submit a written appeal to the Exchange Executive Director. The Executive Director shall then issue a final decision on the dispute within 30 days after receiving Subgrantee's written appeal. If the Executive Director fails to render a final decision within 30 days after receipt of Subgrantee's written appeal, it shall be deemed a final decision adverse to the Subgrantee's contentions. The Executive Director's final decision shall be conclusive and binding regarding the dispute unless Subgrantee commences an action in a court of competent jurisdiction to contest such decision within 30 days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to or involving this Subgrant, Subgrantee agrees to diligently proceed with the performance of this Subgrant, in accordance with the Exchange's instructions. Subgrantee's failure to diligently proceed in accordance with the Exchange's instructions shall be considered a material breach of this Agreement.

F. Termination For Cause:

The State may terminate this Agreement and be relieved of any payments should the Subgrantee fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the State in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Upon receipt of any notice terminating this Agreement, the Subgrantee shall immediately discontinue all activities affected, unless the notice directs otherwise,

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and the State may proceed with the work in any manner deemed proper by the State. In such event, the State shall pay the Subgrantee only the reasonable value of the services rendered, and all costs to the State shall be deducted from any sum due the Subgrantee. The State may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

G. Termination Without Cause:

This Agreement may be terminated without cause by the State upon 30 days written notice to the Subgrantee.

H. Independent Capacity:

In the performance of this Agreement, Subgrantee, and the agents and employees of Subgrantee, agree to act on behalf of the Exchange in an independent capacity and not as officers or employees or agents of the State except for purposes of Civil Code Section 1798.24.

I. Subgrantee Certification Clauses:

1. Compliance:

Subgrantee certifies that it is in compliance and will remain in compliance with all applicable federal and state laws.

2. Debarment and Suspension:

Subgrantee certifies that it and its principals, affiliates, sub-contractors, and sub-grantees utilized under this agreement:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph b above; and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

The Subgrantee also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (2 CFR 376, 2 CFR 180, 45 CFR 74.13, and 45 CFR 92.35, Executive Order 12549, and Executive Order 12689)

3. Nondiscrimination Clauses

Subgrantee certifies that it has filed Form HHS 690 with the Office of Civil Rights. In addition, Subgrantee certifies that it will comply with all Federal and state statutes and regulations relating to nondiscrimination. These include, but are not limited to, the following:

- p. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department;
- q. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department;
- r. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the

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Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department;

- s. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department;
- t. Americans With Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.);
- u. The Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285 et seq.) require that during the performance of this Agreement, Subgrantee and its subcontractors/subgrantees, as well as their agents and employees, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to state or federal law. Subgrantee and subcontractors/subgrantees, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subgrantee and its subgrantees or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement; and

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- v. Any other nondiscrimination provisions in the specific statute(s) under which Federal assistance for this program is being made; and,
 - w. The requirements of any other nondiscrimination statute(s) which may apply to this Subgrant.
- 4. Conflict of Interest:

Subgrantee acknowledges that, in governmental agreements, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Subgrantee agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Subgrantee's fully performing his/her obligations to the State under the terms of this Contract. Subgrantee shall inquire about and require disclosure by its Staff and subcontractors of all activities that may create an appearance of conflict. In the event that Subgrantee is uncertain whether the appearance of a conflict of interest may reasonably exist, Subgrantee shall submit to the State Project Manager a full disclosure statement setting forth the relevant details of any activity which the Subgrantee reasonably believes may have the appearance of a conflict of interest for the State's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for the State consideration and direction shall be grounds for Termination of this Contract.
- 5. Conflict Of Interest for Current or Former State Employees:

Subgrantee acknowledges the following provisions regarding current or former state employees. If Subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the Subgrantee shall contact the State immediately for clarification.

 - a. Current State Employees:
 - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - b. Former State Employees:

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- i. For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transaction, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- ii. For the twelve (12)-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to his or her leaving state service.

If Subgrantee violates any provisions of the above paragraphs, such action by Subgrantee shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem.

6. Labor Code/Workers' Compensation:

Subgrantee acknowledges the provisions of law which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subgrantee agrees to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

7. Subgrantee Name Change:

Subgrantee acknowledges that an amendment is required to change the Subgrantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State shall process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. Air Or Water Pollution Violation:

Subgrantee acknowledges that, under the State laws, the Subgrantee shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

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- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. Finally determined to be in violation or provisions of federal law relating to air or water pollution.

9. Drug-Free Workplace Requirements:

Subgrantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement shall:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subgrantee may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) The Subgrantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Govt Code Section 8350 et seq.)

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10. National Labor Relations Board Certification:

Subgrantee swears under penalty of perjury that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two (2)-year period because of the Subgrantee's failure to comply with an order of a federal court which orders the Subgrantee to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding that has been vacated, dismissed, or otherwise removed by the court because the Subgrantee has complied with the order which was the basis for the finding. The Exchange may rescind any contract in which the Subgrantee falsely swears to the truth of the statement required by this section.

11. Payee Data Record Form Std 204:

Subgrantee acknowledges that this form must be completed by all Subgrantees that are not another state agency or other government entity.

12. Certification Regarding Lobbying:

Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding \$100,000 in Federal Funds.

- a. For Agreements with Subgrantees who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the California Health Benefit Exchange to perform services. By signing this Agreement, the Subgrantee certifies that to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to

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influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- iii. Subgrantee shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subgrantees shall certify and disclose accordingly.
- b. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

13. Computer Software Copyrights:

Subgrantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. Activities Abroad

Subgrantee certifies that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

15. Pro-Children Act

- a. The Pro-Children Act of 1994 (Act), imposes restrictions on smoking in facilities where federally funded children's services are provided. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under

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the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

- b. By signing this Agreement, Subgrantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- c. Subgrantee further agrees that it will insert this certification into any agreement entered into that provide for children's services as described in the Act.

16. Covenant Against Contingent Fees

Subgrantee warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subgrantee for the purpose of securing business. For breach or violation of this warranty, the Exchange shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

17. Child Support Compliance Act:

In accordance with the Child Support Compliance Act,

- a. The Subgrantee acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Subgrantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names

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of all new employees to the New Hire Registry maintained by the California Employment Development Department.

18. Union Organizing:

By signing this Agreement, Subgrantee hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- a. Subgrantee will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Subgrantee will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Subgrantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.
- e. Subgrantee will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

19. Recycling Certification

Subgrantee certifies in writing under penalty of perjury, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Section 12209. Contractor may certify that the product contains zero recycled content.

J. Officials Not to Benefit

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No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

K. Resource Conservation and Recovery Act

Preference shall be given to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) at 40 CFR parts 247-254. (2 CFR 215.16)

L. Timeliness:

Time is of the essence in this Agreement.

M. Key Staff

Subgrantee shall provide 10 days' notice for any changes in key staff identified in its Proposal.

N. Governing Law:

This Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of law's provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personal jurisdiction over it and consents to service of process in any manner authorized by California law.

O. Severability:

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

P. Priority Hiring Considerations for Recipients Of Aid

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If this Subgrant is in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the Subgrant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

Q. Audit:

Subgrantee agrees that the Exchange and the California State Auditor's office, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Subgrantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subgrantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subgrantee agrees to include the same right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

R. A-133 Audit:

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 §____.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §____.320 "Report Submission" and a copy shall be forwarded to the California Health Benefit Exchange.

S. Executive Compensation Reporting

To the extent applicable, pursuant to 2 C.F.R. Part 170, certain Subgrantees of federal awards that in the previous fiscal year received 80% or more of their annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed

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under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, the Subgrantee must report the names and total compensation of each of the Subgrantee's five most highly compensated executives for the Subgrantee's preceding completed fiscal year.

T. Subgrantees and Subcontractors hired by the Exchange's Subgrantees

(Applicable to agreements in which the Subgrantee subcontracts or subgrants a portion of the Scope of Work)

Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Exchange and any subgrantee/subcontractors, and no subgrantee/subcontractor shall relieve the Subgrantee of its responsibilities and obligations hereunder. The Subgrantee agrees to be fully responsible to the Exchange for the acts and omissions of its subgrantees/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subgrantee. The Subgrantee's obligation to pay its subgrantees/subcontractors is an independent obligation from the obligation of the Exchange to make payments to the Subgrantee. As a result, the Exchange shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

Before changing subgrantees/subcontractors identified in Subgrantee's Proposal, Subgrantee shall obtain approval from the Exchange. Additionally, before ceasing to use a subgrantee's/subcontractor's services for this Agreement, Subgrantee shall notify the Exchange. Upon receipt of a written notice from the Exchange requiring the substitution and/or termination of a subgrant/subcontract, Subgrantee shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by the Exchange.

Subgrantee certifies that it will comply with the applicable rules and regulations when making its own subawards and subcontracts, including those required in Exhibit E.

U. Insurance Requirements

When Subgrantee submits a signed Agreement to the State, Subgrantee shall furnish to the State a certificate of insurance, stating that there is:

1. General liability insurance presently in effect for the Subgrantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and

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2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions a, b, and c, in their entirety:
- a. That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
 - b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Subgrant are concerned.
 - c. That the State will not be responsible for any premiums or assessment on the policy.

Subgrantee agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this Subgrant. In the event said insurance coverage expires at any time or times during the term of this Subgrant, Subgrantee agrees to provide at least 30 days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Subgrant, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Exchange, and Subgrantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subgrantee fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Subgrant upon occurrence of such event.

The Subgrantee shall require subgrantees/subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability and automobile liability including non-owned auto liability, and further, the Subgrantee shall require all of its subgrantees/subcontractors to hold the Subgrantee and the Exchange harmless. The subgrantees'/subcontractors' Certificate of Insurance shall also have the Subgrantee, not the State, as the certificate holder and additional insured. The Subgrantee shall maintain certificates of insurance for all its subgrantees/subcontractors.

The State will not provide for nor compensate Subgrantee for any insurance premiums or costs for any type or amount of insurance.

By signing this Agreement, the Subgrantee hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the

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performance of this Agreement. If staff provided by the Subgrantee is defined as an independent subcontractor, this clause does not apply.

V. Intellectual Property Rights:

1. All activities defined in the Statement of Work originated or prepared by the Subgrantee pursuant to this agreement including papers, reports, charts, and other documentation, but not including Subgrantee's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by the California Health Benefit Exchange become the exclusive property of the California Health Benefit Exchange and may be copyrighted by the California Health Benefit Exchange.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of California Health Benefit Exchange. The California Health Benefit Exchange agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Subgrantee and further agrees that the Subgrantee may sublicense additional persons on the same royalty-free basis.
3. This Agreement shall not preclude the Subgrantee from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the California Health Benefit Exchange pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Subgrantee.

W. Confidentiality:

The Subgrantee agrees to protect the personal information of all individuals by following applicable federal and state privacy and security requirements.

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to Subgrantee shall be protected during or after its relationship with the California Health Benefit Exchange by Subgrantee from unauthorized use and disclosure. Subgrantee agrees that Subgrantee shall not use any Confidential Information for any purpose other than carrying out the provisions of the Agreement.

Confidential Information includes, but is not limited to, all proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the State's software; support materials;

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information regarding the State's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the State's finances, contracts, services, or personnel.

At the conclusion of its relationship with the California Health Benefit Exchange, Subgrantee shall return any and all records or copies of records relating to the California Health Benefit Exchange, or its business, or its Confidential Information. Subgrantee shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of the California Health Benefit Exchange. Subgrantee agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. Subgrantee will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. Subgrantee acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if Subgrantee should publish or disclose Confidential Information to others, California Health Benefit Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

X. Waiver of Breach

The waiver by the California Health Benefit Exchange of any breach by Subgrantee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Subgrantee.

Y. Resolution:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

Z. Corporate Qualifications To Do Business In California:

1. Subgrantee acknowledges that, when agreements are to be performed in the state by corporations, the Exchange will verify that the Subgrantee is currently

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qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

2. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subgrantee performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Exchange will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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SPECIAL TERMS AND CONDITIONS

A. Certifications Applicable to Subgrantees

1. Conflict of Interest Standards for Personnel Funded by Federal Grants

Subgrantee certifies that the entity and all personnel, including subgrantees and subcontractors, performing under this agreement are not:

- a. Health insurance issuers or stop loss insurance issuers;
 - b. Subsidiaries of health insurance issuers or stop loss insurance issuers;
 - c. Associations that include members of, or lobby on behalf of, the insurance industry; or
 - d. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
- 2. Subgrantee certifies that it will establish a written plan that shall be available to the Exchange upon request to remain free of conflicts of interest while carrying out the activities under this Agreement.**
- 3. Subgrantee certifies that it has disclosed to the Exchange and will update as necessary the following:**
- a. Any lines of insurance business, not covered by the restrictions on participation and prohibitions on conduct in this section which Subgrantee or any individual intends to sell while carrying out this agreement;
 - b. Any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and
 - c. Any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance.
- 4. Administrative Requirements, Cost Principles, and Audit**

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Subgrantee certifies that it will comply with all applicable administrative requirements, cost principles and audit requirements including, but not limited to, the HHS Grants Policy Statement and the requirements of Exhibit E.

5. Hatch Act

The Hatch Act restricts the political activity of State or local officers or employees whose principal employment is in connection with an activity that is financed in whole or in part by loans or Subgrants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.) Subgrantee certifies that, as applicable, it will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).

B. Property

1. Subgrantees may use their own property management policies and procedures for property purchased, constructed, or fabricated as a direct cost using Subgrant funds, provided they observe federal cost principles and administrative requirements including, but not limited to, 45 CFR 74.31 through 74.37 or 92.31 through 92.36, as applicable. In general, title to equipment and supplies acquired by a Subgrantee with Subgrant funds vests in the Subgrantee upon acquisition, subject to the property management requirements of 45 CFR 74.31, 74.34, 74.35, and 74.37 or of 45 CFR 92.32 and 92.33. For purposes of this section, when reading the above cited regulations, any references to recipient or subgrantee shall be construed to include Subgrantee.

C. Records Retention and Access Requirements

1. Applicability. This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Subgrantees which are:
 - a. Required to be maintained by 45 CFR 74 and 92, program regulations or the terms of this Subgrant agreement, or
 - b. Otherwise reasonably considered as pertinent to program regulations or the Subgrant agreement.
2. Length of retention period.
 - a. Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (iii) of this section.

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- b. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
 - c. To avoid duplicate recordkeeping, Subgrantees shall retain the hard copies of records which are continuously needed for joint use by the Exchange. The Exchange will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Exchange, the 3-year retention requirement is not applicable to the Subgrantee.
3. Starting date of retention period —
- a. When Subgrant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if Subgrant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Subgrantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Subgrantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
 - b. Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the Exchange.
 - c. Records for income transactions after Subgrant support. In some cases, Subgrantees must report income after the period of Subgrant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Exchange's fiscal year in which the income is earned.
 - d. Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

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- i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Exchange) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Exchange) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
4. Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
5. Access to records —
 - a. Records of Subgrantees. As required by 45 CFR 92.42, the Department of Health and Human Services, the Comptroller General of the United States, the Exchange or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantees which are pertinent to the Subgrant, in order to make audits, examinations, excerpts, and transcripts.
 - b. Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
6. Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records. Unless required by Federal, State, or local law, Subgrantees are not required to permit public access to their records.
7. All records must be kept in California.

D. Monitoring

In addition to the record retention, reporting, and monitoring provisions of this agreement, Subgrantee agrees to comply with any additional requests for information made by the Exchange in its obligation to monitor that each program, function, or activity of Subgrantee is compliant with federal requirements and that performance goals are being achieved. Subgrantee is encouraged to retain records

EXHIBIT D (Standard Agreement)

that provide evidence of compliance with Federal, State, and local rules and regulations.

E. Acknowledgement of Federal Funding

The Exchange is a recipient of a grant from the federal Department of Health and Human Services. Subgrantees must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Subgrantees are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

F. Equal Treatment for Faith-Based Organizations

The funds provided under this agreement shall be administered in compliance with the standards set forth in 45 CFR 87, Equal Treatment for Faith-based Organizations. (45 CFR 74.17(a), 74.18, 92.13, and 92.14)

G. Limited English Proficiency

Subgrantee certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>, and is hereby incorporated by reference, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

H. Trafficking in Persons

Subgrantee certifies that it will comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For more information visit <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html>.

I. Data Universal Numbering System (DUNS) Numbers

EXHIBIT D
(Standard Agreement)

Subgrantee is hereby notified that no entity may receive a subaward from the Exchange unless it has first provided a DUNS number to the Exchange. In addition, Subgrantee may not make a subaward to an entity unless that entity has provided its DUNS number to the Exchange. For more information, visit <http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for-central-contractor-registration.html>.

EXHIBIT E
(Standard Agreement)

REQUIREMENTS GENERALLY APPLICABLE TO SUBGRANTEES BY ORGANIZATIONAL TYPE

<i>Type of Subgrantee</i>	<i>then (1) the administration requirements that you must apply are those in</i>	<i>(2) the Federal cost principles and cost policies that you must apply are those in</i>	<i>and (3) the audit requirements that you must apply are those in</i>
State, local, or tribal government,	45 CFR Part 92 (the HHS implementation of the OMB Circular A-102 common rule) and the HHS GPS;	OMB Circular A-87 (2 CFR Part 225), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	45 CFR 74.26 , which incorporates by reference OMB Circular A-133 .
college, university, or other institution of higher education,	A-110 (2 CFR Part 215), Implemented for HHS at 45 CFR Part 74 and the HHS GPS;	OMB Circular A-21 (2 CFR Part 220), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	45 CFR 74.26 , which incorporates by reference OMB Circular A-133 and the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
non-profit organization (other than an institution of higher education or hospital),	A-110 (2 CFR Part 215), implemented for HHS at 45 CFR Part 74 and the HHS GPS;	OMB Circular A-122 (2 CFR Part 230) (except for entities specified in Attachment C ³ to the circular), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	45 CFR 74.26 , which incorporates by reference OMB Circular A-133 and the Single Audit Act Amendments of 1996.
non-profit hospital,	A-110 (2 CFR Part 215), implemented for HHS at 45 CFR Part 74 and the HHS GPS;	45 CFR Part 74, Appendix E , and the HHS GPS;	45 CFR 74.26 , which incorporates by reference OMB Circular A-133 and the Single Audit Act Amendments of 1996.
for-profit organization (including a for-profit hospital),	45 CFR Part 74 , including its Subpart E, and the HHS GPS;	48 CFR Subpart 31.2 (Federal Acquisition Regulation [FAR]) (https://www.acquisition.gov/far/), incorporated by reference in 45 CFR 74.27 and 92.22, and the HHS GPS;	45 CFR 74.26(c) and (d) .
foreign organization,	the HHS GPS;	the cost principles applicable to the type of entity regardless of the fact that it is a foreign entity, e.g., A-21 for a foreign university, and the HHS GPS;	the HHS GPS.

EXHIBIT E
(Standard Agreement)

**REQUIREMENTS GENERALLY APPLICABLE TO VENDORS BY
ORGANIZATIONAL TYPE**

<i>If the type of entity to which you (if you are other than a State government) are awarding a contract for the provision of goods or services is a</i>	<i>then (1) the contract requirements that you must apply are those in</i>	<i>(2) the Federal cost principles that you must apply are those in</i>	<i>and (3) the audit requirements that you must apply are those in</i>
State, local, or tribal government,	45 CFR 92.36(i) ;	OMB Circular A-87 (2 CFR Part 225);	the terms and conditions of the contract.
college, university, or other institution of higher education,	45 CFR 74.48 and Appendix A to 45 CFR Part 74 ;	OMB Circular A-21 (2 CFR Part 220);	the terms and conditions of the contract.
non-profit organization (other than an institution of higher education or hospital),	45 CFR 74.48 and Appendix A to 45 CFR Part 74 ;	OMB Circular A-122 (2 CFR Part 230) (except for those entities specified in Attachment C to the	the terms and conditions of the contract.
non-profit hospital,	45 CFR 74.48 and Appendix A to 45 CFR Part 74 ;	45 CFR Part 74, Appendix E ;	the terms and conditions of the contract.
for-profit organization (including a for-profit hospital),	45 CFR 74.48 and Appendix A to 45 CFR Part 74 ;	48 CFR Subpart 31.2 (Federal Acquisition Regulation [FAR]);	the terms and conditions of the contract.
foreign organization,	Not specified (other documents, such as the HHS GPS, can be used as guidance);	The cost principles otherwise applicable to the type of entity regardless of the fact that it is a foreign entity, e.g., A-21 for a foreign university or 48 CFR Subpart 31.2 for a foreign for-profit entity;	the terms and conditions of the contract.

ATTACHMENT A - APPLICANT WORKSHEETS

General Instructions:

1. Complete all fields of these worksheets. Refer to Section 7 of the Covered California Provider Education Grant Program Application for direction in completing these forms.
2. The Grant Application must be typed; handwritten forms will not be accepted.
3. If a field is not applicable, indicate N/A. **Do not leave blank fields.**
4. Submit these forms as attachments in the order outlined in Section 7.4.7 of the Covered California Provider Education Grant Program Application.

Table of Contents:

- A.1 Applicant Background Information
 - A.1.1 Organization Information
 - A.1.2 Primary Contact
 - A.1.3 Organization Background
 - A.1.4 Organization Status
 - A.1.5 Organization Entity Type
 - A.1.6 Previous Applicant Experience
- A.2 Applicant Funding Information Worksheets
 - A.2.1 Applicant Funding Information
 - A.2.2 Funding by County
 - A.2.3 Additional Funding
- A.3 Target Population To Be Reached
- A.4 Subcontractor Information

Attachment A.1 - APPLICANT BACKGROUND INFORMATION

Attachment A.1.1 - Organization Information

Organization Full and Legal Name:										
Federal Tax ID Number:			-							
Submission Date:										
Name of Executive Director, CEO or other person authorized to enter into contractual obligation:										
Title:										
Physical Address of Primary Office:										
City:										
Zip:										
Mailing Address of Primary Office:										
City:										
Zip:										
Phone Number:	()									
Fax Number:	()									
Email Address:										
Website Address:										

Attachment A.1.2 - Primary Contact

The Primary Contact Person is the person authorized by the applying entity to enter into contractual obligation. This person is not necessarily the grant writer.

Outreach Contact Person:	
Title:	
Physical Address:	
City:	
Zip:	
Phone Number:	()
Fax Number:	()
Email Address:	

Attachment A.1.3 - Organization Background

Enter the date the organization was originally founded/established:	
Number of Full Time Employees:	
Number of Part Time Employees:	
Gross Revenue of the Organization for the Last Fiscal Year:	
List addresses of additional sites associated with the proposed project (do not include locations outside of proposed target community or county):	

Attachment A.1.4 - Organization Status

Indicate the applicant's organizational status. (Check one)

<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit
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Attachment A.1.5 - Organization Entity Type

Only statewide provider and other medical professional associations, provider academies, and related Primary Care society organizations are eligible to apply as lead organizations on this grant application. Additionally, the Organization must meet all of the following criteria:

1. Significant interaction with target population(s);
2. The organization is **not** a licensed health, dental or vision plan;
3. The organization has a federal Tax Identification Number;
4. The organization's mission, activities and reach align with Covered California goals of promoting a culture of coverage to the targeted populations.

Indicate the lead organization's entity type below (select only one):

<input type="checkbox"/>	Medical association
<input type="checkbox"/>	Other provider professional association
<input type="checkbox"/>	Provider academy
<input type="checkbox"/>	Primary care society

Attach Tax Identification Number on Official Letterhead and most recent IRS 990 form as required documentation of eligibility separately as Attachment B.1.

Attachment A.1.6 - Previous Applicant Experience

Provide up to three (3) examples of relevant experience on the Applicant's work on current or recent projects, if applicable. The examples should be selected for projects that are related to peer-to-peer and provider education activities.

Example 1

Project Name:	
Project Amount, if applicable:	
Term of Project:	
Name of Awarding Entity:	
Goals of the Project:	
Successful outcomes and impacts of this project:	

Attachment A.2 - APPLICANT FUNDING INFORMATION WORKSHEETS

Attachment A.2.1 - Applicant Funding Information

Total Funding	
Total Requested Funding Amount: (round to nearest dollar)	\$

Attachment A.2.2 - Funding by County

List each county the Applicant is planning to reach and the requested annual funding. Attach additional copies of this table if necessary.

County	Requested Funding	Percentage Of Total Requested Funding
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
Total Requested Funding:	\$	100%

Attachment A.2.3 - Additional Funding

Is the Applicant currently receiving other funding for Outreach and Education for the Affordable Care Act? **If yes, please fill in the information below.**

☐ Yes ☐ No

Please Note: Organizations that have received Covered California Outreach and Education Grant Funding or HRSA Grant Funding are not eligible to participate as a lead or a subcontractor in this grant.

Funder Name:	
Contact Person:	
Telephone Number:	
Amount:	
Contract Term:	
Please provide a brief description of funding source and funded activities (3 sentences):	

Attachment A.3 - APPLICANT EXPERIENCE WITH THE TARGET POPULATION

For all applicants please complete this section for each county proposed to reach. Indicate the county at the top of each page. If completing this application as a collaborative with subcontractors, complete this section collectively for the entire group, and not just for the Lead.

County	
---------------	--

Provide a brief description of target population(s) such as types of healthcare professions targeted, regions, ethnicities etc.:

Number of providers/medical professionals currently reached per year:			
Number of providers/medical professionals projected to reach with this grant:			
Number Outreach activities to be performed in this county:		Number Education Activities to be performed in this county:	
Zip Codes expected to be reached:			

Target Population to be Reached – (continued)

County, same as previous page:	
---------------------------------------	--

Describe the ethnicity of Applicant's proposed target population(s):

Ethnicity:	Plan to Reach (Check)	Estimated Percentage Planned to Reach	Ethnicity:	Plan to Reach (Check)	Estimated Percentage Planned to Reach
African		%	African American		%
American Indian		%	Armenian		%
Cambodian		%	Caucasian		%
Chinese		%	Filipino		%
Hmong		%	Japanese		%
Korean		%	Laotian		%
Latino		%	Middle Eastern		%
Russian		%	Ukrainian		%
Vietnamese		%	Other*		%
Other*		%	Other*		%
Other*		%	Other*		%
Other*		%	Total Percent: 100%		

*Enter ethnicities not included above

Describe the languages spoken by the healthcare provider community:

Language	% of Total Services	Language	% of Total Services	Language	% of Total Services
Arabic:	%	Armenian:	%	Khmer:	%
Cantonese:	%	English:	%	Farsi:	%
Hmong:	%	Korean:	%	Mandarin:	%
Russian:	%	Spanish:	%	Tagalog:	%
Vietnamese:	%	Other*	%	Other*	%
Other*	%	Other*	%	Other*	%
Other*	%	Other*	%	Total Percent: 100%	

Target Population to be Reached – (continued)

County, same as previous page:	
---------------------------------------	--

Describe the Applicant's proposed target population(s) medical profession types:

<u>Medical Professions</u>	<u>Estimated Percentage of Target Audience Planned to Reach</u>
General Physicians:	%
Specialists:	%
Physician Assistants:	%
Nurse Practitioners:	%
Registered Nurses and LVNs:	%
Medical Assistants:	%
Other Providers, Specialists, or Technical Professions:	%
Totals:	100%

Language spoken fluently by all staff to be assigned to the Outreach and Education Grant:

Language	# of Staff	Language	# of Staff	Language	# of Staff
Arabic:		Armenian:		Cambodian:	
Cantonese:		English:		Farsi:	
Hmong:		Korean:		Mandarin:	
Russian:		Spanish:		Tagalog:	
Vietnamese:		Other*		Other*	
Other*		Other*		Other*	
Proposed total number of staff, including subcontractors, providing Outreach and Education: <i>(because some staff may speak more than one language, this total may not equal the total number of staff indicated above)</i>					

*Enter languages not included above

End of Target Population to be Reached Charts repeat these charts for each county proposed to be reached and indicate county at the top of each page.

Attachment A.4 - SUBCONTRACTOR INFORMATION

Is the organization applying as a collaborative (lead agency with subcontractors)?

☐

Yes

☐

No

If yes, complete this section. If no, continue to Section A.5.

Subcontractor 1

Subcontractor Organization:																			
Subcontractor Contact Name and Title:																			
Address:																			
Phone Number:		()																	
Email Address:																			
Year Collaborative was Established:																			
<input type="checkbox"/>	Non-Profit	<input type="checkbox"/>	For-Profit																
<input type="checkbox"/>		<input type="checkbox"/>	Government																
<p>Select the Subcontractor's organization Type:</p> <table border="0"> <tr> <td><input type="checkbox"/> Chamber of Commerce</td> <td><input type="checkbox"/> Faith-Based Organization</td> </tr> <tr> <td><input type="checkbox"/> City Government Agency</td> <td><input type="checkbox"/> For-Profit Organization</td> </tr> <tr> <td><input type="checkbox"/> Clinic</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Community College, University, or School</td> <td><input type="checkbox"/> Indian Tribe</td> </tr> <tr> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Labor Union</td> </tr> <tr> <td><input type="checkbox"/> Consumer Advocacy Organization</td> <td><input type="checkbox"/> Other Trade or Professional Association</td> </tr> <tr> <td><input type="checkbox"/> County Government Agency</td> <td><input type="checkbox"/> Provider</td> </tr> <tr> <td><input type="checkbox"/> County Health Department</td> <td><input type="checkbox"/> State Government Agency</td> </tr> </table>				<input type="checkbox"/> Chamber of Commerce	<input type="checkbox"/> Faith-Based Organization	<input type="checkbox"/> City Government Agency	<input type="checkbox"/> For-Profit Organization	<input type="checkbox"/> Clinic	<input type="checkbox"/> Hospital	<input type="checkbox"/> Community College, University, or School	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Labor Union	<input type="checkbox"/> Consumer Advocacy Organization	<input type="checkbox"/> Other Trade or Professional Association	<input type="checkbox"/> County Government Agency	<input type="checkbox"/> Provider	<input type="checkbox"/> County Health Department	<input type="checkbox"/> State Government Agency
<input type="checkbox"/> Chamber of Commerce	<input type="checkbox"/> Faith-Based Organization																		
<input type="checkbox"/> City Government Agency	<input type="checkbox"/> For-Profit Organization																		
<input type="checkbox"/> Clinic	<input type="checkbox"/> Hospital																		
<input type="checkbox"/> Community College, University, or School	<input type="checkbox"/> Indian Tribe																		
<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Labor Union																		
<input type="checkbox"/> Consumer Advocacy Organization	<input type="checkbox"/> Other Trade or Professional Association																		
<input type="checkbox"/> County Government Agency	<input type="checkbox"/> Provider																		
<input type="checkbox"/> County Health Department	<input type="checkbox"/> State Government Agency																		
% of funding amount going to subcontractor:																			

Number of Staff of this Subcontractor who would be assigned to work on and trained for this Grant Program:	
Counties to be reached by this Subcontractor:	
Number of Outreach Activities to be performed by this Subcontractor:	
Number of Education Activities to be performed by this Subcontractor:	

Attach additional copies of this form for multiple subcontractors.

ATTACHMENT B.1 EVIDENCE OF ELIGIBILITY

For this section, Refer to Section A.1.5 and attach the required documentation indicated.

ATTACHMENT B.2 BUDGET WORKSHEET

For this section, attach a completed Budget Worksheet.

ATTACHMENT B.3 OUTREACH AND EDUCATION WORK PLAN

For this section, attach a completed activity worksheet.

Attachment B1: Evidence of Eligibility

Attach Tax Identification Number on Official Letterhead and most recent IRS 990 form as required documentation of eligibility.

Attachment B2: Budget Worksheet Instructions

1. The Lead Agency shall complete a summary budget by line item which identifies project costs in the following general categories: personnel, benefits, travel, training, equipment and other expenses required to complete the activities identified in the Applicant's work plan.
2. The Lead Agency's budget shall also include a separate line for the total amount to be allocated to each sub-contractor.
3. A separate budget, reflecting the same expense categories and format as the Lead Agency, shall be established for each sub-contractor. The sub-contractor budget shall detail expenses by each fiscal year and shall be equal to the total in the Lead Agency summary.
4. The two budgets need to be by fiscal years Year 1 July 2013-June 2014, Year 2 July 2014- December 2014
5. All project costs must identify the requested funding for each month of the grant program.
6. Equipment costs will not exceed 5% of total budget or \$25,000.
7. The administrative overhead (indirect) rate shall not exceed 15%. Expenses included in overhead rate shall not be included in the line item budget as this would result in duplicate funding of these expenses.
8. Indirect costs are overhead expenses generally incurred by the applicant organization and which are not easily identifiable with a specific project. These include administrative expenses related to overall operations and shared among projects and/or functions. Examples include broad oversight, human resources department costs, accounting, grants management, legal expenses, rent, utilities, and facility maintenance.
9. The sub-contractor budget worksheet shall provide the following additional information:

Results	- number of individuals reached by Outreach activities by month
	- number of individuals reached by Education activities by month
	- total number of individuals reached by month

Lead Organization Name: _____

Budget Worksheet														
				September 2013	October 2013	November 2013	December 2013	January 2014	February 2014	March 2014	April 2014	May 2014	June 2014	FY 2013-2014
(1) Expense Area	(2) Organization Name (lead or subcontractor name)	(3) Line Item	(4) Description	(5) Amount	(6) Amount	(7) Amount	(8) Amount	(9) Amount	(10) Amount	(11) Amount	(12) Amount	(13) Amount	(14) Amount	Total Requested
Personnel		Enter position title	Enter % Full Time Equivalent and Role on Project											
Benefits		Enter position title	Enter benefit % for each position listed above											
Travel		Mileage Reimbursement (\$0.565/mile)	Enter description of travel											
Equipment			Enter equipment description and quantity											
Other			Enter description											
Training		Training costs other than salary	Enter description of training cost											
Sub-contractor (s)		Enter name or firm	Enter total amount for each month											
Total Direct Expenses				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Indirect Administrative Rate			Not to exceed 15% of the total direct expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Requested Funding Amount:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Indirect Administrative Rate	Indirect costs are overhead expenses incurred by the applicant organization as a result of the project but that are not easily identifiable with a specific project. These are administrative expenses that are related to overall operations and are shared among projects and/or functions. Examples include Broad oversight, human resources department costs, accounting, grants management, legal expenses, utilities, and facility maintenance.													

Lead Organization Name: _____

Budget Worksheet											
				July 2014	August 2014	September 2014	October 2014	November 2014	December 2014	FY 2014-2015	Entire Grant
(1) Expense Area	(2) Organization Name (lead or subcontractor name)	(3) Line Item	(4) Description	(5) Amount	(6) Amount	(7) Amount	(8) Amount	(9) Amount	(10) Amount	Total Requested	Total Requested
Personnel		Enter position title	Enter % Full Time Equivalent and Role on Project								
Benefits		Enter position title	Enter benefit % for each position listed above								
Travel		Mileage Reimbursement (\$0.565/mile)	Enter description of travel								
Other			Enter description								
Equipment			Enter equipment description and quantity								
Training		Training costs other than salary	Enter description of training cost								
Sub-contractor (s)		enter name or firm									
Total Direct Expenses				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Indirect Administrative Rate			Not to exceed 15% of the total direct expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Requested Funding Amount:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<div> <div>* Defination Indirect Administrative Rate</div> <div>Indirect costs are overhead expenses incurred by the applicant organization as a result of the project but that are not easily identifiable with a specific project. These are administrative expenses that are related to overall operations and are shared among projects and/or functions. Examples include Broad oversight, human resources department costs, accounting, grants management, legal expenses, utilities, and facility maintenance.</div> </div>											

Sub Contractor Name: _____

*Indirect Administrative Rate	Indirect costs are overhead expenses incurred by the applicant organization as a result of the project but that are not easily identifiable with a specific project. These are administrative expenses that are related to overall operations and are shared among projects and/or functions. Examples include Broad oversight, human resources department costs, accounting, grants management, legal expenses, utilities, and facility maintenance.
--------------------------------------	---

[illegible]

Attachment B3: Education Work Plan Instructions

Applicant must fully complete this worksheet to demonstrate their capability, and that of their subcontractors, if applicable, to reach the number of individuals proposed in the Application.

Applicant must fill in proposed key activities and events for each month of the grant cycle (September 2013-December 2014)

The Lead Agency must provide one comprehensive worksheet that includes both the lead and all subcontractor activities, if any subcontractor agencies exist.

Organization Name - Enter the lead agency name here.

Explanation of Columns:

2. Column 2 - Enter date of event in mm/dd/yyyy format.
3. Column 3 - Enter the name of the lead organization or the name of the designated subcontractor in attendance.
4. Column 4 - Indicate the proposed event that Applicant will attend, if applicable.
5. Column 5 - Enter the County of the location of the event
6. Column 6 - Enter the City of the location of the event.
7. Column 7 - Enter the Zip code of the location of the event.
8. Column 8 - Enter the number of staff attending the event.
9. Column 9 - Enter the corresponding ID number of the target population from the ethnicity column on the far right using the drop down list to choose target population reached. Grantee has the option to select multiple ethnicities.
10. Column 10 - Estimated number of Health Care Professionals Reached thru Education.
11. Column 11 - Choose from the drop down box the ethnicity of the target population.

Organization Name: _____

[illegible]

Appendix A:

Extract from

CalSIM 1.8 DATA BOOK, 2014-2019

Source: UC Berkeley / UCLA CalSIM version 1.8

Appendix A

1. Characteristics of Californians under Age 65 Eligible for Exchange Subsidies

2014	
Exchange Subsidy Eligible	Eligible
All	2,600,000
Race and Ethnicity	
Latino	1,190,000
Asian	370,000
African American	100,000
White	870,000
Other	70,000
Gender	
Male	1,390,000
Female	1,200,000
Age	
0-18 years	140,000
19-29 years	690,000
30-44 years	760,000
45-64 years	1,010,000
Income	
138% FPL or less	140,000
139-200% FPL	840,000
201-250% FPL	580,000
251-400% FPL	1,030,000
Limited English Proficiency (18 and older)	
18+ Limited English Proficiency	1,030,000
18+ Speaks English Very Well	1,430,000

2015	
Exchange Subsidy Eligible	Eligible
All	2,680,000
Race and Ethnicity	
Latino	1,220,000
Asian	370,000
African American	100,000
White	910,000
Other	70,000
Gender	
Male	1,440,000
Female	1,240,000
Age	
0-18 years	150,000
19-29 years	700,000
30-44 years	790,000
45-64 years	1,040,000
Income	
138% FPL or less	140,000
139-200% FPL	870,000
201-250% FPL	600,000
251-400% FPL	1,070,000
Limited English Proficiency (18 and older)	
18+ Limited English Proficiency	1,050,000
18+ Speaks English Very Well	1,480,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Appendix A

2. Characteristics of Californians under Age 65 who Take Up Coverage without Subsidies in the Exchange and Individual Market

	2014	2015
Race and Ethnicity		
Latino	430,000	480,000
Asian	220,000	230,000
African American	80,000	90,000
White	930,000	940,000
Other	60,000	60,000
Gender		
Male	890,000	940,000
Female	830,000	850,000
Age		
0-18 years	280,000	300,000
19-29 years	640,000	700,000
30-44 years	290,000	280,000
45-64 years	510,000	510,000
Income		
138% FPL or less	210,000	220,000
139-200% FPL	120,000	110,000
201-250% FPL	100,000	100,000
251-400% FPL	310,000	300,000
401%+ FPL	970,000	1,070,000
Limited English Proficiency		
18+ Limited English proficiency	190,000	210,000
18+ Speaks English very well	1,320,000	1,370,000

Source: UC Berkeley/UCLA CalSIM version 1.8

Appendix A

3. REGION: Northern California and Sierra Counties

2014	
Exchange Subsidy Eligible	Eligible
All	99,000
Gender	
Male	52,000
Female	47,000
Race and Ethnicity	
Latino	16,000
Asian	5,000
African American	0
White	73,000
Other	5,000
Age	
0-18 years	4,000
19-29 years	32,000
30-44 years	19,000
45-64 years	45,000
Income	
138% FPL or less	2,000
139-200% FPL	39,000
201-250% FPL	27,000
251-400% FPL	31,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	82,000
18+ Limited English Proficiency	13,000
Employment Status	
Not Employed	23,000
Employed	76,000

Source: UC Berkeley/UCLA CalSIM version 1.8

Includes the following Counties: Butte, Shasta, Humboldt, Lake, Mendocino, Yuba, Nevada, Sutter, Colusa, Glenn, Tehama, Del Norte, Lassen, Modoc, Plumas, Sierra, Siskiyou, Trinity, Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne

Appendix A

REGION: Greater Bay Area

2014	
Exchange Subsidy Eligible	Eligible
All	393,000
Gender	
Male	197,000
Female	196,000
Race and Ethnicity	
Latino	126,000
Asian	100,000
African American	16,000
White	134,000
Other	15,000
Age	
0-18 years	23,000
19-29 years	101,000
30-44 years	118,000
45-64 years	150,000
Income	
138% FPL or less	27,000
139-200% FPL	115,000
201-250% FPL	90,000
251-400% FPL	161,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	217,000
18+ Limited English Proficiency	155,000
Employment Status	
Not Employed	141,000
Employed	252,000

Source: UC Berkeley/UCLA CalSIM version 1.8

Includes the following Counties: Santa Clara, Alameda, Contra Costa, San Francisco, San Mateo, Sonoma, Solano, Marin, Napa

Appendix A

REGION: Sacramento Area

2014	
Exchange Subsidy Eligible	Eligible
All	126,000
Gender	
Male	65,000
Female	61,000
Race and Ethnicity	
Latino	35,000
Asian	18,000
African American	6,000
White	62,000
Other	5,000
Age	
0-18 years	6,000
19-29 years	40,000
30-44 years	30,000
45-64 years	50,000
Income	
138% FPL or less	8,000
139-200% FPL	41,000
201-250% FPL	32,000
251-400% FPL	44,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	84,000
18+ Limited English Proficiency	36,000
Employment Status	
Not Employed	32,000
Employed	94,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties: Sacramento, Placer, Yolo, El Dorado

Appendix A

REGION: San Joaquin Valley

2014	
Exchange Subsidy Eligible	Eligible
All	255,000
Gender	
Male	147,000
Female	108,000
Race and Ethnicity	
Latino	142,000
Asian	23,000
African American	5,000
White	78,000
Other	6,000
Age	
0-18 years	12,000
19-29 years	82,000
30-44 years	58,000
45-64 years	102,000
Income	
138% FPL or less	16,000
139-200% FPL	91,000
201-250% FPL	58,000
251-400% FPL	89,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	132,000
18+ Limited English Proficiency	112,000
Employment Status	
Not Employed	67,000
Employed	187,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties: Fresno, Kern, San Joaquin, Stanislaus, Tulare, Merced, Kings, Madera

Appendix A

REGION: Central Coast

2014	
Exchange Subsidy Eligible	Eligible
All	143,000
Gender	
Male	75,000
Female	69,000
Race and Ethnicity	
Latino	72,000
Asian	9,000
African American	2,000
White	57,000
Other	3,000
Age	
0-18 years	9,000
19-29 years	46,000
30-44 years	35,000
45-64 years	54,000
Income	
138% FPL or less	11,000
139-200% FPL	44,000
201-250% FPL	33,000
251-400% FPL	56,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	81,000
18+ Limited English Proficiency	54,000
Employment Status	
Not Employed	47,000
Employed	97,000

Source: UC Berkeley / UCLA CalSIM version 1.8

Orange text indicates data that may be unreliable due to data limitations

Includes the following Counties: Ventura, Santa Barbara, Santa Cruz, San Luis Obispo, Monterey, San Benito

Appendix A

REGION: Los Angeles

2014	
Exchange Subsidy Eligible	Eligible
All	779,000
Gender	
Male	430,000
Female	349,000
Race and Ethnicity	
Latino	472,000
Asian	101,000
African American	37,000
White	151,000
Other	17,000
Age	
0-18 years	40,000
19-29 years	200,000
30-44 years	241,000
45-64 years	297,000
Income	
138% FPL or less	44,000
139-200% FPL	262,000
201-250% FPL	172,000
251-400% FPL	301,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	324,000
18+ Limited English Proficiency	418,000
Employment Status	
Not Employed	238,000
Employed	541,000

Source: UC Berkeley / UCLA CalSIM version 1.8

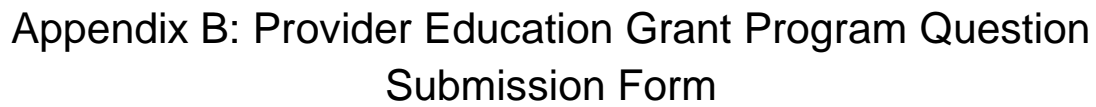
Appendix A

REGION: Other Southern California

2014	
Exchange Subsidy Eligible	Eligible
All	749,000
Gender	
Male	399,000
Female	350,000
Race and Ethnicity	
Latino	372,000
Asian	87,000
African American	22,000
White	249,000
Other	18,000
Age	
0-18 years	49,000
19-29 years	206,000
30-44 years	208,000
45-64 years	286,000
Income	
138% FPL or less	34,000
139-200% FPL	249,000
201-250% FPL	158,000
251-400% FPL	308,000
Limited English Proficiency (18+)	
18+ Speaks English Very Well	397,000
18+ Limited English Proficiency	307,000
Employment Status	
Not Employed	236,000
Employed	513,000


Source: UC Berkeley / UCLA CalSIM version 1.8

Include the following Counties: San Diego, Orange, San Bernardino, Riverside, Imperial



Please complete the following information:

Please provide a description of the subject or issue in question or discrepancy found and reference the specific section and page number:



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